

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1919

No. 224

COLEMAN J. WARD ET AL., PETITIONERS,

VS.
THE BOARD OF COUNTY COMMISSIONERS OF LOVE
COUNTY, OKLAHOMA.

IN WRIT OF HABEAS CORPUS TO THE SUPREME COURT OF THE UNITED STATES
OF OKLAHOMA.

PETITION FOR HABEAS CORPUS FILED OCTOBER 14, 1919.
WRIT GRANTED AND RETURN FILED NOVEMBER 12, 1919.

(26,756)

(26,786)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1918.

No. 700.

COLEMAN J. WARD ET AL., PETITIONERS,

vs.

THE BOARD OF COUNTY COMMISSIONERS OF LOVE
COUNTY, OKLAHOMA.

ON WRIT OF CERTIORARI TO THE SUPREME COURT OF THE STATE
OF OKLAHOMA.

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In the Supreme Court of the United States

Coleman J. Ward et al.,

Petitioners,

vs.

The Board of County Commissioners of
Love County, Oklahoma,

Respondent.

}
}
No.

TRANSCRIPT OF RECORD IN THE SUPREME COURT OF OKLAHOMA.

Be it known, That on May 29, 1916, there was filed in the office of the Clerk of the Supreme Court a petition in error with case-made attached, which is in words and figures as follows:

"In the Supreme Court of the State of Oklahoma.

The Board of County Commissioners of Love County, Oklahoma, Plaintiffs in Error v. Coleman J. Ward et al., and C. A. Greenless, Trustee, Defendants in Error. No. 8356.

(Filed May 29, 1916. William M. Franklin, Clerk.)

Now comes the Board of County Commissioners of Love County, Oklahoma, plaintiffs in error in the above entitled cause, and complain of Coleman J. Ward et al., and

C. A. Greenlees, Trustee, defendants in error herein, and respectfully represent and show to the Court:

That heretofore, to-wit: on the 3rd day of December, 1915, in an action there pending in the District Court of Love County, Oklahoma, wherein the defendants in error were plaintiffs and the plaintiffs in error herein were defendants, involving the refund of taxes paid to the amount of \$10,164.24, by consideration and judgment of said District Court of Love County, Oklahoma, said defendants in error had and recovered judgment against plaintiffs in error for the said sum of \$10,164.24, together with interest thereon at the rate of 6 per cent per annum from the 4th day of November, 1915, and for costs of the action.

Plaintiffs in error respectfully represent and show to this Court that there was and is error in said action, ruling and judgment of the District Court of Love County, Oklahoma, prejudicial to the rights of plaintiffs in error, as will more fully appear by reference to the Transcript of the Record hereto attached and made a part of this Petition in Error, and which said errors are specified as follows:

First: That the trial court erred in overruling the demurrer of plaintiffs in error to the petition of defendants in error (R. pp. 288, 289, 290).

Second: That the trial court erred in overruling the first special demurrer of the plaintiffs in error to the petition of defendants in error (R. pp. 288, 289, 290).

Third: That the trial court erred in overruling the second special demurrer of the plaintiffs in error to the petition of defendants in error (R. pp. 288, 289, 290).

Fourth: That the trial court erred in rendering judgment in favor of the defendants in error and against the plaintiffs in error in said cause, to which action, rulings and judgment of the trial court the plaintiffs in error then and there in open court duly excepted (R. pp. 288, 289, 290, 292).

Wherefore plaintiffs in error pray that defendants in error be summoned as required by law and that upon final hearing hereof plaintiffs in error have judgment reversing the judgment of the trial court herein, and that said District Court of Love County, Oklahoma, be directed by this Court to sustain the General and Special Demurrers of the plaintiffs in error to the petition of the defendants in error, and for all other and proper relief.

B. C. LOGSDON,
County Attorney, Love Co., Okla.,
Attorney for Plaintiffs in Error.

(CASE-MADE) No. 8356.

In the District Court in and for Love County, State of Oklahoma.

Coleman J. Ward, in his own behalf, and for and in behalf of sixty-six other persons similarly situated, by C. A. Greenlees, Trustee, Claimants, vs. Board of County Commissioners of Love County, Oklahoma, Defendant. No. 630. J. E. Bennett, Attorney for Claimants, B. C. Logsdon, Attorney for Defendants.

(Filed May 29, 1916. William M. Franklin, Clerk.)

INDEX TO TRANSCRIPT OF RECORD.

In the District Court in and for Love County, State of Oklahoma.

Coleman J. Ward et al., Claimants, v. Board of County Commissioners of Love County, Oklahoma, Defendants. No. 630.

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This case was commenced when the Claimants (Coleman J. Ward, in his own behalf and for and in behalf of sixty-six other persons, similarly situated), filed Claim No. 450 with the County Clerk of Love County, Oklahoma, for a refund of taxes, alleged to have been erroneously paid, in the sum of Seven Thousand Eight Hundred Twenty-three and 35-100 Dollars principal, and Two Thousand Three Hundred Forty and 89-100 Dollars interest, totaling Ten Thousand One Hundred Sixty-four and 24-100 Dollars.

Before the County Commissioners of Love County, State of Oklahoma.

Coleman J. Ward, in his own behalf, and for and in behalf of sixty-six other persons similarly situated, by

C. A. Greenlees, Trustee, Claimants, v. The Board of County Commissioners of Love County, Oklahoma, defendant.

Comes now Coleman J. Ward, a duly allotted citizen of the Choctaw Tribe of Indians, duly allotted, within Love County, Oklahoma, to a tract of land hereinafter described, as shown in Exhibit "L"-1 hereof, in his own behalf and for and in behalf of sixty-six other persons truly allotted as Choctaw and Chickasaw Citizens in Love County, Oklahoma, by C. A. Greenlees, Trustee for Claimants, and for his claim herein against Love County, alleges and states:

1. That Love County is a Municipal Corporation and one of the counties of the State of Oklahoma, erected, existing and maintaining its organization under and by virtue of the constitution and laws of the State of Oklahoma; that heretofore all the lands lying within the confines of Love County were lands of the Choctaw and Chickasaw Tribes of Indians in the Indian Territory, and were owned and occupied by them in common and until allotted in severalty; that under and by virtue of the Act of Congress of June 28th, 1898 (30th Statute 495), and other Acts of Congress, said lands were duly allotted in fee in severalty to citizens of said tribes selecting lands within said county; that under and by virtue of the Act of Congress June 28th, 1898, above plead, and other Acts of Congress relative thereto, together with the Enabling Act of the State of Oklahoma, together with Section Six (6), Article Ten (10) of the Constitution of the State of Oklahoma, and other provisions of said constitution relative thereto and Section 7303, Revised Laws of Oklahoma, 1910, and other provisions of the Statutes of Oklahoma, relative to exemptions from taxation of certain Indian lands, all of said lands of the Choctaw and Chickasaw Tribes of Indians and all of the lands of the Choctaw and Chickasaw Indians Allotted within Love County, Oklahoma, are and were non-taxable while title to said lands remains in the original allottee, not exceeding twenty-one (21) years from date of patent; that at all times alleged

in this petition said period of exemption from taxation as to said lands has not yet expired; that the title conveyed by said allotment as aforesaid, to said citizens was an estate in fee simple, and by said treaty, because of the surrender by the allottee of his interest in the common property of the Choctaw and Chickasaw Tribes, the said allottee thereby acquired a vested estate, in and to an allotment of non-taxable land; that each of the claimants, being allottees herein, was vested with such title to all the lands referred to herein in the year 1908 and during each succeeding year hereinafter referred to.

2. Notwithstanding the rights of said allottees, claimants herein, to hold their allotments within Love County, Oklahoma, exempt from taxation, and in violation of the terms of said treaties, Acts of Congress, constitutional provisions of the State of Oklahoma, and Statutes of the State of Oklahoma, made in solemn conformity to said Treaty obligations, and in violation of the express duty imposed by law upon the officers of said State and county to protect the rights of said allottees, the assessors appointed by law to value, assess and levy taxes within said county, and the county treasurers appointed by law to extend and collect taxes within Love County, said officers did without authority unlawfully value, assess, levy and extend taxes against all of said real estate allotted to claimants herein, for the respective years hereinafter more particularly indicated and set forth, and at the times and in the amounts hereinafter to be set forth with particularity, and that thereupon the County Treasurer of Love County unlawfully and in violation of the rights of said allottees, did demand of them that they pay to said county as taxes said sums so levied and assessed against their respective allotments and that said treasurer did threaten to sell and did advertise for sale and did sell like Indian lands to recover said sums as taxes so valued, levied, assessed and extended against each respective claimant's allotment; that said sums levied as taxes upon and against the allotments of these claimants created a purported lien upon

said lands and did cloud the titles to claimants' lands so allotted to them, as alleged hereinbefore, which liens and clouds remained thereon until removed or extinguished; that upon learning of the action of the officers of said county, as aforesaid, and of similar actions in other counties of the State of Oklahoma, throughout the territory formerly embraced in the Choctaw and Chickasaw Nations, the citizens of the Choctaw and Chickasaw Nations protesting and objecting to said assessing and taxing of their lands, instituted suit in the Superior Court of Logan County, Oklahoma, against M. E. Trapp, as Auditor of the State of Oklahoma, and a member of the State Board of Equalization and against other defendants to restrain and enjoin them and each of them from assessing said lands for taxation or doing any of the several things required by the Revenue Taxation Laws of the State of Oklahoma, from the assessment up to the making of the tax rolls in the process of levying and collecting of the taxes from the taxable property in said State of Oklahoma, wherein any of said Acts related to or referred to or in any wise affecting any of the lands allotted to citizens of the Choctaw and Chickasaw Nations; said M. E. Trapp and the remaining defendants were so restrained, as prayed, at the commencement of suit, from collecting moneys claimed to be due for taxes against said exempt property and from receiving from these claimants or any other persons similarly situated, any money claimed to be due for taxes upon lands so allotted to Indian citizens of the Choctaw and Chickasaw Nations, which restraining order was duly served upon the taxing authorities of the State of Oklahoma; that in said causes the defendants demurred to the petition thereof, which demurrer was sustained, and the restraining order theretofore granted was set aside; that the plaintiffs in said action, the Choctaw and Chickasaw Citizens' after protesting against the assessment for taxation and the collection of taxes upon the Indian Allotments of the Choctaw and Chickasaw Tribes, appealed from the action of the trial court, sustaining said demurrer to the Supreme Court of the State of Oklahoma, said ac-

tion being No. 1856 of the records of the Supreme Court of said State, and that thereafter the Supreme Court on March 21, 1911, sustained the action of the trial court in sustaining the demurrer thereto and in dissolving the restraining order commanding that said lands should be non-taxable and not subject to assessment and taxation by the State and county officers of the State of Oklahoma, defendants therein; that said Choctaw and Chickasaw Citizens further protesting and objecting to the assessment for taxation of said lands and the collection of taxes thereon, appealed from the decision of the State Supreme Court of Oklahoma, to the Supreme Court of the United States, where said cause remained until determined in May, 1913; that numerous other suits were instituted by citizens of the Choctaw and Chickasaw Tribes of Indians by which said Indian citizens protested and contended and objected to the assessing and taxing of their lands or the collection of taxes thereon; that in 1909 in the Superior Court of Pittsburg County, Oklahoma, one Michael Gleason, a citizen by blood of the Choctaw Tribe of Indians, in his own behalf and for and in behalf of all Indian citizens in eleven (11) counties covering the greater part of the Choctaw and Chickasaw country, filed their suit praying for an injunction against J. L. Wood, the County Treasurer of Pittsburg County, Oklahoma, together with the county treasurers of said eleven (11) respective counties, all parties entering their appearance and waiving jurisdiction and misjoinder praying the Superior Court of Pittsburg County to enjoin said officers and each of them from the levying, valuing, extending, assessing, taxing and collecting of taxes upon allotments of Choctaw and Chickasaw citizens for the year 1910; that the Superior Court of Pittsburg County denied plaintiffs in said suit their right of an injunction upon the defendants therein to enjoin the collection of said taxes and that said cause was thereafter duly appealed to the Supreme Court of the State of Oklahoma, and that on March 21, 1911, the Supreme Court of the State of Oklahoma, sustained the action of the Superior Court of Pittsburg County, and declined and re-

fused to enjoin the collection of said taxes; reference is made to Vol. 28 of the Oklahoma reports at page 502 to opinion of said cause. That thereafter said cause was duly appealed from the Supreme Court of the State of Oklahoma to the Supreme Court of the United States, and the decision of the Superior Court of Pittsburg County, and that of the Supreme Court of the State of Oklahoma, denying the petition of plaintiff praying for an injunction was overruled; reference is made to the case of *Michael Gleason v. J. I. Wood*, Report in Vol. 224 of United States Supreme Court, Reports at page 679, wherein said Court overruled the demurrer to petition and issued its mandate to the Supreme Court of the State of Oklahoma directing that the demurrer to the petition filed in that case be overruled; that thereafter the mandate of the Supreme Court of the State of Oklahoma directed the Superior Court of Pittsburg County to overrule said demurrer; that thereafter the defendants in said cause in the Superior Court of Pittsburg County filed their answer to the petition of Michael H. Gleason and others, and that upon the interposition of the demurrer of plaintiffs, said demurrer was sustained to the answer of said defendants in said cause; thereafter said defendants caused an appeal to be taken to the Supreme Court of the State of Oklahoma, for the Superior Court sustaining the demurrer to said answer and said cause again was taken on appeal to the Supreme Court of the State Oklahoma, where, on June 30, 1913, the action of the Superior Court of Pittsburg County in sustaining the demurrer to the answer of the defendants in the Pittsburg County case was sustained; a motion for rehearing being filed in said cause, and on April 28th, 1914, said hearing was denied; reference is made to the 43 Volume of Oklahoma State Reports at page 9, to the opinion of said case. Claimants allege herein further that numerous other suits and protests and objections were lodged in the courts of the State of Oklahoma, protesting and objecting and contending against the payment of taxes by Indian citizens of the Choctaw and Chickasaw Tribes upon their allotments; claimants allege further that

pending the decision of said causes the defendants therein being the county officers of the respective counties of Oklahoma, within that territory originally comprising the Choctaw and Chickasaw Nations, together with the officers of the State of Oklahoma, did unlawfully and in direct violation of the Treaty rights of the citizens of the Choctaw and Chickasaw Tribes assess for taxation in the years 1908, 1909, 1910 and 1911 and for succeeding years, the allotments of claimants hereinafter set out, and did in each of said years, wherein said assessments were made, receive taxes against said allotments they, the said officers of said counties and including the officers of Love County, Oklahoma, well knowing that said actions were still pending in said courts. Under the laws of the State of Oklahoma, taxes levied and not paid by the first (1st) day in the ensuing month of January have added to them a heavy penalty and following said January, if said taxes are not paid by July said lands so taxed are advertised for sale and sold for such delinquent taxes; that Love County, through its said officers, in each of said years, did require the said Choctaw and Chickasaw claimants herein to pay to the treasurer of said county the taxes so levied upon their respective allotments set forth hereinafter, and contended and threatened that if same were not paid, said lands would be sold for non-payment of taxes and costs, and the said Choctaw and Chickasaw claimants herein fearing that said threat would be enforced and carried out, the said officers contending, urging and holding out that the lands of said claimants were not exempt from taxes, and that the laws which had theretofore rendered them non-taxable had been changed, modified and repealed, and that said allottees, claimants herein, fearing that said contention that said lands were taxable was true, but refusing to believe that the same was true, paid the taxes levied and assessed against said lands for said years in the sums hereinafter set out in each respective cause of action, said Indian citizens at the time of said payment objecting and protesting to said County Treasurer, and the said County Treasurer well knowing at the time of re-

ceiving said taxes, that actions were still pending and undetermined in the courts of the State and in the Federal Courts as alleged hereinbefore. Said Choctaw and Chickasaw citizens fearing that said contention and representation of said county officers that said lands were taxable, was true, as hereinbefore averred, and for the further purpose of preventing the heavy penalty provided under the laws of the State of Oklahoma, from being imposed for non-payment of taxes and to prevent said lands from being sold for the non-payment of taxes, and in order to protect themselves against great loss and damage, in the event such action so pending was decided against them, did pay said amounts as alleged taxes to the treasurer of Love County, and the said County officers of Love County at the time of said payment knew full well that each of said Indian Citizens were protesting and objecting to the assessment and taxation of their lands with all the force and power possessed by them, they carrying their complaints to the highest Court of the Nation. That the officers of Love County, and of the State of Oklahoma, by reason of the facts hereinbefore alleged, by duress and threats did enforce the payment of said sums so charged as taxes against said lands; that said officers were acting under a mistake both of law and fact, and mistake of law amounting to mistake of fact in so doing, in that they believed and did so represent to said Indian citizens and allottees and to the claimants, that the Threats and Acts and Laws erecting and extending the tax exemptions on their lands had been repealed by law, when in truth and in fact said laws had not been repealed, but were and are now in full force and effect; that said allottees were familiar with the guarantees of said Treaties, but were by reason of said representations of the officers, placed in fear and under duress, and because of said fear and duress did pay said sums alleged to be assessed against them as taxes, and the said allottees acting under a mistake of facts as to their rights and as aforesaid, and being in fear that their allotments would be sold for taxes, in fear and under duress as aforesaid, and further pro-

testing and objecting did pay said sums as taxes and so charged against their allotments.

3. That by reason of the unlawful and unauthorized acts of the Taxing Authorities of the State of Oklahoma, and of Love County, as heretofore alleged, Love County has obtained from claimants without authority of law the sums of money as set forth in claimant's respective causes of action, and the complaint herein plead it is the duty of Love County to refund to said claimants said respective sums; that the obligation to do justice which rests upon all persons natural and artificial, should impose itself upon Love County to return said sums, which sums in law and in equity and good conscience, she has no right to retain from claimants; the total sums so unlawfully collected, and for which payment is herein demanded is the sum of Seven Thousand Eight Hundred Twenty-three and 35-100 Dollars; that there is due claimants, who are the owners and holders of all demands included herein, said sums, together with interest on the several sums so paid from the date of payment at six (6%) per cent per annum, being \$2,340.89 interest; the total sum for which claimants demand refund being \$10,164.24.

For his first cause of action herein plaintiff refers to paragraph one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$98.43 so paid defendant on the 28th day of March, 1911, with interest thereon from said date at 6% per annum until paid being the sum of \$27.67.

The total sum herein demanded by plaintiff being \$98.43 principal and \$27.67 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-1 hereto attached, filed

herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff.

Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Roll A-11928

Township 9 South, Range 1 East, Section 3.

Coleman J. Ward, Sex M; Blood 1-32; Age 19.

Description, S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$, SW $\frac{1}{4}$ and NW $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; 1908 tax, \$59.55, paid 3-28-11; 1909 tax, \$38.88, paid 3-28-11. Total \$98.43.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Coleman J. Ward who being first duly sworn, states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments as shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee be-

lieving because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were in fact non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Coleman J. Ward.

Subscribed and sworn to before me this 13th day of September, 1915.

(Seal)

F. W. Howell, Notary Public.

My commission expires Jan. 22, 1919.

ASSIGNMENT OF CLAIM.

I, Coleman J. Ward, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 13th day of September, 1915.

Coleman J. Ward,

"Exhibit L-1."

C. A. Greenlees.

For his 2nd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$31.68 so paid defendant on the 24th day of May, 1910, with interest thereon from date at 6% per annum until paid, being the sum of \$10.19; and the further sum of \$29.44, so paid defendant on the 4th day of May, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$7.80; and the further sum of \$36.67 so paid defendant on the 27th day of January, 1912, with interest thereon at 6 per cent per annum from date in the sum of \$8.55.

The total sum herein demanded by plaintiff being \$99.79 principal and \$26.54 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-2 hereto attached, filed herewith and made a part hereof as though set forth at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX

Township 7 South, Range 3 East, Section 8.

Roll 427.

Allottee Lena Taylor, Sec. F. Blood I. W., Age 35.

Description, E $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; 1909 tax, \$31.68, paid, 5-24-10; 1910 tax, \$29.44, paid 5-14-11; 1911 tax, \$38.67, paid 1-1-12. Total, \$99.79.

State of Missouri, Howard County.

Personally appeared before me the undersigned authority, one Lena Taylor, who being first duly sworn, states that she is a citizen of the Nation of the Five Civilized Tribes, in fact and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties, and costs, on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and authorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, Affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom.

and to pay the same to one C. A. Greenlees, who is trustee for affiant to receive same.

Lena Taylor.

Subscribed and sworn to before me this 21st day of August, 1915.

(Seal)

Victor R. Bowen, Notary Public.

My commission expires Sept. 25, 1915.

ASSIGNMENT OF CLAIM.

I, Lena Taylor, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suit, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Lena Taylor,

"Exhibit L-2."

C. A. Greenlees.

For his 3rd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of ac-

tion as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$33.01 so paid defendant on the 15th day of November, 1910, with interest thereon from said date at 6 per cent per annum of \$28.31 so paid defendant on the 24th day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$6.71; and the further sum of \$12.92 so paid defendant on the 4th day of January, 1912, with interest thereon at 6 per cent per annum from date in the sum of \$2.90.

The total sum herein demanded by plaintiff being \$74.04, principal, and \$19.45 interest thereon.

Be reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 1, 3 hereto attached, filed herewith and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX

Township 6 South, Range 1 East, Sections 21, 22, 23.
Roll C-4486.

Allottee Ester B. Wallace.

Sex F; Blood $\frac{1}{2}$; Age 17.

Description, Section 21 E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, 1909 tax \$1.79 Pd. 10-15-10; 1910 tax \$3.75 Pd. 10-24-11; 1911 tax \$1.54 Pd. 1-4-12.

Section 22, S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$, 1909 tax \$26.76, 10-15-10; 1910 tax \$20.61, 10-24-11; 1911 tax \$9.72, 1-4-12. Section 23 N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, 1909 tax \$4.46, 10-15-10; 1910 tax \$3.75, 10-24-11; 1911 tax \$1.66, 1-4-12.
Total tax \$74.04.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Ester B. Pittman, nee Wallace, who being first duly sworn states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, Affiant prays for the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Ester B. Pittman.

Subscribed and sworn to before me this 13th day of September, 1915.

(Seal)

Ida Williams, Notary Public.

My commission expires July 22, 1917.

ASSIGNMENT OF CLAIM.

I, Ester B. Pittman, nee Wallace, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the same collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 13th day of September, 1915.

Ester B. Pittman,

"Exhibit L.3."

C. A. Greenlees.

For his 4th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$86.78 so paid defendant on the 7th day of April, 19—, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$23.39.

The total sum herein demanded by plaintiff being \$86.78 principal and \$23.39 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-4 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 East, Section 12.

Roll C-3827.

Allottee, Roy C. Green, Sex M; Blood 1-32; Age 13.

Description, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$50.30; Pd. 4-7-11; 1910 tax \$36.48; 4-7-11. Total tax \$86.78.

State of California, County of Los Angeles.

Personally appeared before me the undersigned authority, one Roy C. Green, who being first duly sworn states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and

threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for non-payment of said tax, did pay the tax, penalty and costs so assessed; that said payment was without authority of law, and that said lands were in fact non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, Affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Roy C. Green.

Subscribed and sworn to before me this 7th day of September, 1915.

(Seal)

C. Newell Carns,

Notary Public, in and for the County of Los Angeles,
State of California.

My commission expires July 25, 1918.

ASSIGNMENT OF CLAIM.

I, Roy C. Green, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty

and costs collected herein, or that proportion of the tax, penalty and cost so collected and shall retain all the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted hereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 14th day of August, 1915.

“Exhibit L-4.”

Roy C. Green,
C. A. Greenlees.

For his 5th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$49.22 so paid defendant on the 16th day of February, 1911, with interest thereon from date at 6 per cent per annum, until paid, being the sum of \$13.63; and the further sum of \$35.63 so paid defendant on the 3rd day of September, 1912, with interest thereon at 6 per cent per annum from said date in the sum of \$6.59.

The total sum herein demanded by plaintiff being \$84.45 principal and \$20.22 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-5 hereto attached, filed herein with and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any

one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX

Township 6 South, Range 3 East, Section 20.
Roll A-14250.

Allottee, Eliza Alexander; Sex F; Blood 1-8; Age 41.

Description, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; 1909 tax, \$49.22, paid 2-16-11; 1910 tax, \$35.63, paid 9-3-12. Total tax, \$84.85.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Eliza Alexander, who being first duly sworn states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties, and costs on said allotments, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That

said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Eliza Alexander.

Subscribed and sworn to before me this 10th day of September, 1915.

(Seal)

F. W. Howell, Notary Public.

My commission expires January 22, 1919.

ASSIGNMENT OF CLAIM.

I, Eliza Alexander, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon with-

in the period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 10th day of September, 1915.

“Exhibit L-5.”

Eliza Alexander,
C. A. Greenlees.

For the 6th cause of action hereby plaintiff refers to paragraphs one, two and three thereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$31.24 so paid defendant on the 18th day of November, 1910, with interest thereon from said date at 6 per cent per annum, until paid, being the sum of \$9.15; and the further sum of \$28.44 so paid defendant on the 13th day of May, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$7.69; and the further sum of \$82.00 so paid defendant on the 15th day of June, 1914, with interest thereon at 6 per cent per annum from date in the sum of \$6.44.

The total sum herein demanded by plaintiff being \$141.76 principal and \$23.18 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-6, hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX

Township 8 South, Range 1 East, Section 1.
Roll C-4325.

Allottee, Vertis Cochran; Sex F; Blood 1-8; Age 4.
Description, S $\frac{1}{2}$ NE $\frac{1}{4}$; 1909 tax, \$15.84, paid 11-18-10;
1910 tax, \$15.73, paid 5-3-11; 1911 tax, \$41.04, paid 6-13-14.
Township 8 South, Range 2 East, Section 6.

Description, SE $\frac{1}{4}$ NW $\frac{1}{4}$ and Lot 5; 1909 tax, \$15.40,
11-18-19; 1910 tax, \$12.71, 5-13-11; 1911 tax, \$41.04, 6-13-14.
Total tax, \$141.76.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one William Hunter Cochran, Guardian, who being first duly sworn states that Vertis Cochran is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and no wmade a part of this affidavit, said allotment being owned by the allottees at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were in fact non-taxable for said years,

and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, Affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

William Hunter Cochran.

Subscribed and sworn to before me this 30th day of August, 1915.

(Seal)

W. L. Richards, Court Clerk.

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, William Hunter Cochran, Guardian, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 30th day of August, 1915.

William Hunter Cochran,
"Exhibit L-6." C. A. Greenlees.

For his 7th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$17.65 so paid defendant on the 6th day of June, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$5.65; and the further sum of \$17.12 so paid defendant on the 13th day of May, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$3.51; and the further sum of \$46.18 so paid defendant on the 13th day of June, 1914, with interest thereon at 6 per cent per annum from date in the sum of \$3.63.

The total sum herein demanded by plaintiff being \$80.95 principal and \$12.79 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-7 hereto attached, filed herewith and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 1 East, Section 1. Tax Roll. Roll D-529.

Allottee, Carrie Cochran; Sex F; Blood I W; Age 25.

Description, S½ SE¼; 1909 tax, \$15.84, paid 5-6-10;

1910 tax, \$15.73, paid 5-13-11; 1911 tax, \$41.94, paid 1-11-14; Township 8 South, Range 2 East, Section 6.

Description, SW 9.10 A. of Lot 7; 1909 tax \$1.81, 6-6-10; 1910 tax, \$1.39, 5-13-11; 1911 tax, \$5.14, 6-13-14. Total tax, \$80.95.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Carrie Cochran, who being first duly sworn states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable, for said years, and that the sums so collected have not been returned to allottee nor to any one for him.

Wherefore, Affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom

and to pay the same to one C. A. Greenlees, who is trustee for affiant to receive same.

Carrie Cochran.

Subscribed and sworn to before me this 30th day of August, 1915.

(Seal)

W. L. Richards, Court Clerk.

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, Carrie Cochran, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same,, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recover herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs, collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums, collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted hereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 30th day of August, 1915.

Carrie Cochran.

“Exhibit L-7.”

C. A. Greenlees.

For his 8th cause of action plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of same as a part of this cause of action as though set forth herein at length; and without this alleges

and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$31.28 so paid defendant on the 18th day of November, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$9.32; and the further sum of \$28.49 so paid defendant on the 13th day of May, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$7.36; and the further sum of \$82.08 so paid defendant on the 13th day of June, 1914, with interest thereon at 6 per cent per annum from said date in the sum of \$6.34.

The total sum herein demanded by plaintiff being \$141.85 principal and \$23.12 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 1-8 hereto attached, filed herewith and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 1 East, Section 1-6. Tax Roll. Roll C-4326.

Allottee, Samuel T. Cochran, Sex M; Blood 1-8; Age 2.

Description, Section 1 N¹/₂ SE¹/₄, 1909 tax \$15.84, 11-18-10; 1910 tax \$15.73, 5-13-11; 1911 tax \$41.04, 6-13-14. Township 8 South, Range 2 East, Section 6.

Description, NE¹/₄ SW¹/₄; Lot 6; 1909 tax \$15.44, 11-18-10; 1910 tax \$12.75, 5-13-11; 1911 tax \$41.04, 6-13-14. Total tax \$141.85.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned au

thority one William Hunter Cochran, Guardian, who being first duly sworn, states that Samuel T. Cochran is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as above shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee, being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging, and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

William Hunter Cochran.

Subscribed and sworn to before me this 30 day of August, 1915.

W. L. Richards, Court Clerk.
Ona English, Deputy.

(Seal)

ASSIGNMENT OF CLAIM.

I, William Hunter Cochran, Guardian ad litem, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees, that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs, collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 30th day of August, 1915.

William Hunter Cochran.

"Exhibit L-8."

C. A. Greenlees.

For his 9th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$29.76 so paid defendant on the 6th day of June, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$9.52.

The total sum herein demanded by plaintiff being \$29.76 principal and \$9.52 interest thereon.

By reference plaintiff pleads all the matters alleged and set forth in Exhibit No. L-9 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him; that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 2 East, Section 16. Tax Roll. Roll C-4323.

Allottee, William Hunter Cochran; Sex M. Blood $\frac{1}{4}$; Age 34.

Description, SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$29.76; 6-6-10. Total tax \$29.76.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one William Hunter Cochran, who being first duly sworn states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in

advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

William Hunter Cochran.

Subscribed and sworn to before me this 30th day of August, 1915.

W. L. Richards,

County Clerk.

(Seal)

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, William Hunter Cochran, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures

herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 30th day of August, 1915.

William Hunter Cochran.

"Exhibit L-9."

C. A. Greenlees.

For his 10th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promises to repay plaintiff, in the following sums, to-wit:

\$76.00 so paid defendant on the 12th day of April, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$24.97, and the further sum of \$81.44, so paid defendant on the 10th day of July, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$21.88.

The total sum herein demanded by plaintiff being \$162.53 principal and \$46.85 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-10 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 3 East, Section 5-6.
Roll C-3105.

Allottee, Jodie Jesse Mahota Love. Sex F Blood,
3-32; Age 17. Tax Roll.

Description, Section 5, W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NE $\frac{1}{4}$; 1909
tax \$71.52, 4-12-10; 1910 tax \$81.44, 7-10-11; Section 6, NE $\frac{1}{4}$
NE $\frac{1}{4}$ SE $\frac{1}{4}$, 1909 tax \$4.48, 4-12-10; 1910 tax \$5.09, 7-10-11.
Total \$162.43.

State of Oklahoma, Love County.

Personally appeared before me the undersigned au-
thority, one Jodie Jesse Mahota Culwell, nee Love, who be-
ing first duly sworn, states that she is a citizen of the
Chickasaw Nation of the Five Civilized Tribes, in fact,
and as shown by the above copy of the Roll of Citizenship
of said tribe referred to and made a part of this affidavit,
and who paid under a mistake of law and fact, taxes, pen-
alties and costs on said allotment, as shown by the Tax
Rolls of Love County, Oklahoma, a true copy and de-
scription as to said allotment being set forth hereinbefore,
and now made a part of this affidavit, said allotment being
owned by the allottee at the time said assessments are
shown, and paid, the respective sums so paid by the allot-
tee being paid under duress and fear engendered in him
by reason of the unlawful and unauthorized threats and
acts of the authorities of the State of Oklahoma, and the
unlawful and unauthorized acts and threats of the assessors
and the County Treasurer of Love County, Oklahoma, in
assessing, levying, extending, charging and demanding said
tax, and in threatening to sell, in advertising for sale and
offering to sell said lands and in selling like Indian lands
for failure to pay said tax, penalty and costs, and said
allottee believing because of said enumerated acts and
threats that said allotment would be sold for the non-
payment of said tax did pay the tax, penalty and costs so
assessed. That said payment was without authority of
law, and that said lands were, in fact, non-taxable for said
years, and that the sums so collected have not been re-

turned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board County Commissioners of Love County, Oklahoma, to fund said tax and all his legal demand arising therefrom and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Jodie Jesse Mahota Culwell.

Subscribed and sworn to before me this 8th day September, 1915.

(Seal)

Ida Williams, Notary Public.

My Commission expires July 22, 1917.

ASSIGNMENT OF CLAIM.

I, Jodie Jesse Mahota Culwell, nee Love, allottee, shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of legal title to same, and is hereby designated trustee of said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is an agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or the proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 8th day of September, 1915.

Jodie Jesse Mahota Culwell.

‘Exhibit L-10.’

C. A. Greenlees.

For his 11th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$38.16 so paid defendant on the 16th day of September, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$9.27; and the further sum of \$92.18, with interest thereon at 6 per cent per annum from said date in the sum of \$19.92; and in the further sum of \$34.13, so paid defendant on the 12th day of December, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$7.79; and in the further sum of \$.....

The total sum herein demanded by plaintiff being \$164.47 principal and \$36.98 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-11, hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 2 East, Sections 18-19.

Roll D-345.

Allottee, Etta Green. Sex F; Blood I W; Age 32. Tax Roll.

Description, Section 18, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ 10 A. Lot 3 SE 10 A. Lot 4, E 20 A. Lot 2, S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ W, 18.97 A of Lot 3; SE 10 A Lot 3; NE 10 A Lot 4, W 19.13 Lot 4; 1908 tax \$31.81, 9-16-11; 1909

tax \$71.87, 9-16-11; 1910 tax \$20.31, 10-16-11; 1911 tax \$30.56, 12-12-11. Section 19 NW 9.58 A of Lot 1, 1908 tax \$2.90, 9-16-11; 1909 tax \$1.90, 9-16-11; 1910 tax \$1.55, 9-16-11; 1911 tax \$3.57, 12-12-11. Total \$164.47.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one Etta Brooks, nee Green, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom,

and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Etta Brooks, nee Green.

Subscribed and sworn to before me this 9th day of Sept. 1915.

F. W. Howell,

Notary Public.

(Seal)

My Commission expires Jan. 22, 1919.

ASSIGNMENT OF CLAIM.

I, Etta Brooks, nee Green, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim and authorized to sue and collect said demand, in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 9th day of Sept. 1915.

Etta Brooks.

Exhibit L-11.

C. A. Greenlees.

For his 12th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and

every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore, promised to repay plaintiff, in the following sums, to-wit:

\$102.99 so paid defendant on the 20th day of October, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$24.41; and the further sum of \$8.67 so paid defendant on the 12th day of December, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$1.98.

The total sum herein demanded by plaintiff being \$111.66 principal and \$23.38 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 1-12, hereto attached, filed herewith, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or to anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 2 East, Section 7-19.

Roll C-4063.

Allottee, William Elvie Green. Sex M; Blood 18; Age 12.

Description, Section 7, Lots 1 & 2; SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$. Tax Roll: 1909 tax \$61.78, 10-20-11; 1910 tax \$41.21, 10-20-11. 1910 tax \$3.57, 12-17-11; 1911 tax \$2.15, 12-17-11. Total \$111.66.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one William Elvie Green, who being first duly sworn states that he is a citizen of the Chickasaw Nation of the

Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Therefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax, and all his legal demand arising therefrom, and to pay to one C. A. Greenlees, who is trustee for affiant to receive same.

William Elvie Green.

Subscribed and sworn to before me this 9th day of Sept. 1915.

W. L. Richards, Court Clerk.
By Ona English, Deputy.

(Seal)

ASSIGNMENT OF CLAIM.

I, William Elvie Green, allottee, as shown above, hereby

assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings, and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 9th day of Sept. 1915.

William Elvie Green.

“Exhibit L-12.”

C. A. Greenlees.

For his 13th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$47.50 so paid defendant on the 30th day of January, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$16.22; and the further sum of \$48.63, so paid defendant on the 24th day of December, 1910, with interest thereon at 6 per cent per an-

num from said date in the sum of \$13.88 and the further sum of \$33.22 so paid defendant on the 24th day of December, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$7.31.

The total sum herein demanded by plaintiff being \$118.35 principal and \$37.39 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 113 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 6 South, Range 2 East, Sections 21-28-29.
Roll C-1983.

Alloftce, James Sanders Gilliam. Sex M; Blood $\frac{1}{4}$;
Age 18.

Description, Sec. 21 SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Tax Roll, 1909 tax \$6.92, 1-30-10; 1910 tax \$6.18, 12-24-10; 1911 tax \$2.91, 12-24-11.

Sec. 28 SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, 1908 tax \$2.70, 12-24-11; 1909 tax \$33.66 12-30-10; 1910 tax \$26.27, 12-24-10; 1911 tax \$13.97, 12-24-11. Sec. 29 E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, 1908 tax \$9.73 12-24-11; 1909 tax \$6.92, 1-30-10; 1910 tax \$6.18, 12-24-11; 1911 tax \$2.91, 12-24-11. Total \$118.35.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one James Sanders Gilliam, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred

to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs, on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax penalty and costs so assessed. That said payment was without authority of law, and that said lands were in, in fact, non-taxable for said year, and that the sums so collected have not been returned to allottee, nor anyone for him.

Wherefore, affiant prays the Honorable Board of Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

James Sanders Gilliam.

Subscribed and sworn to before me this 9th day of Sept., 1915.

(Seal)

W. L. Richards, County Clerk.

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, James Sanders Gilliam, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A.

Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by said C. A. Greenlees.

Dated this 9th day of Sept., 1915.

James Sanders Gilliam.

Exhibit L-13.

C. A. Greenlees.

For his 14th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$47.92 so paid defendant on the 27th day of October, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$11.31 and the further sum of \$13.08 so paid defendant on the 30th day of December, with interest thereon at 6 per cent per annum from said date in the sum of \$3.00.

The total sum herein demanded by plaintiff being \$61.00 principal, and \$14.31 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-14 hereto attached, filed herewith and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or to anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR RETURN OF ERRONEOUS TAX.

Township 6 South, Range 1 East, Section 22-23.
Roll C-4487.

Allottee, Elizabeth Vashiti Wallace. Sex F; Blood $\frac{1}{2}$;
Age 16.

Description, Sec. 22 $N\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$.
Tax Roll, 1909 tax \$14.35, 10-27-11; 1910 tax \$10.50, 10-27-11; 1911 tax \$3.57, 12-30-11. Sec. 23, W $\frac{1}{2}$ NW $\frac{1}{4}$, 1909 tax \$10.17, 10-27-11; 1910 tax \$12.90, 10-27-11; 1911 tax \$9.51, 12-30-11. Total \$61.00.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one Elizabeth Vashiti Forbes, nee Wallace, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unau-

thorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs, so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Elizabeth Vashti Forbes.

Subscribed and sworn to before me this 19 day of August, 1915.

W. L. Richards, County Clerk.

(Seal)

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, Elizabeth Vashti Forbes, nee Wallace, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event he recovers herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that

proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing which, shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 19th day of August, 1915.

Elizabeth Vashti Forbes.

"Exhibit L-14."

C. A. Greenlees.

.. For his 15th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$60.27 so paid defendant on the 29th day of December, 1909, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$20.86; and the further sum of \$51.39 so paid defendant on the 2nd day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$17.78; and in the further sum of \$24.80 so paid defendant on the 27th day of January, 1912, with interest thereon at 6 per cent per annum from date in the sum of \$5.60.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-15 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for

him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 2 West, Sections 20-30-33.
Roll A-14892.

Allottee, Charley Fowler. Sex M; Blood $\frac{1}{8}$; Age 4.

Description, Sec. 29, S $\frac{1}{2}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$. Tax Roll, 1909 tax \$20.10, 12-29-11; 1910 tax \$15.23, 12-29-11; 1911 tax \$7.22, 12-29-11. Section 30, N 18, 33 A. of Lot 3, NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SE, 1909 tax \$17.69, 12-29-11; 1910 tax \$17.81, 11-2-11; 1911 tax \$8.91, 12-2-11. Section 33, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{2}$ SE $\frac{1}{4}$, 1909 tax \$22.48, 12-29-11; 1910 tax \$18.35, 11-2-11; 1911 tax, \$8.68, 12-29-11. Total \$136.46.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one Ida Lemon, mother of Charlie Fowler, minor, who being first duly sworn, states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma; and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing

because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were in fact non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Ida Lemon,

Mother of Charley Fowler.

Subscribed and sworn to before me this 21 day of August, 1915.

(Seal)

R. A. Hall,
Notary Public.

My commission expires Jan. 28, 1919.

ASSIGNMENT OF CLAIM.

I, Ida Lemon, mother of Charley Fowler, minor, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated for said claim and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by said C. A. Greenlees.

Dated this 21 day of August, 1915.

Ida Lemon, Mother of Charlie Fowler.

“Exhibit L-15.” C. A. Greenlees.

For his 16th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$80.55 so paid defendant on the 14th day of January, 1910, with interest thereon from said date at 5 per cent per annum until paid, being the sum of \$27.63; and the further sum of \$35.15 so paid defendant on the 19th day of December, 1910, with interest thereon at 6 per cent per annum from said date in the sum of \$10.11; and in the further sum of \$66.54 so paid defendant on the 19th day of December, 1911, with interest thereon at 6 per cent from date in the sum of \$15.14.

The total sum herein demanded by plaintiff being \$145.24, principal, and \$52.88 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-16, hereto attached, filed herewith and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 2 West, Sections 19-21-30.
Roll, A-14861.

Allottee, Emma Hallecom, nee Fowler; Sex F; Blood 1-8; Age 7.

Description, Section 19 SE $\frac{1}{4}$ SW $\frac{1}{4}$. Tax Rolls, 1909 tax, \$11.60, 1-14-10; 1910 tax; 1911 tax, \$4.62, 12-29-11; Section 21 SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax, \$2.90, 1-14-10; 1910 tax, \$1.27, 12-29-10; 1911 tax \$8.72, 2-29-11.

Section 30. N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ N 18.35 A. of Lot 1. 1909 tax, \$11.02, 1-14-10; 1910 tax, \$4.87, 12-19-10. Township 7 South, Range 3 West, Section 25; W $\frac{1}{2}$ NW $\frac{1}{4}$ E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ E 20 A lot 1 W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$. 1909 tax, \$55.03, 1-14-10; 1910 tax, \$29.01, 12-19-10; 1911 tax. \$24.20, 12-29-11. Total, \$145.24.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Emma Hallecom, nee Fowler, who being first duly sworn states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes in fact, and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit and who paid under a mistake of law and fact, taxes, penalties and costs, on said allotment, as shown by the tax rolls of said Love County, Oklahoma, a true copy and description as to said allotment being set forth heretofore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized acts and threats of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty

and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Emma Hallecom, nee Fowler.

Subscribed and sworn to before me this 21st day of August, 1915.

R. A. Hall, Notary Public.

My commission expires January 28, 1919.

ASSIGNMENT OF CLAIM.

I, Emma Hallecom, nee Fowler, allottee, as shown above, hereby assign and transfer the above demand and chose in action, due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and cost collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within

that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 21st day of August, 1915.

Emma Hallcom, nee Fowler.

“Exhibit L-16.”

C. A. Greenlees.

For his 17th cause of action herein plaintiff refers to paragraphs, one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$62.18 so paid defendant on the 9th day of July, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$10.52.

The total sum herein demanded by plaintiff being \$62.18 principal and \$10.52 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-17 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 3 West, Sections 10-11-12.
Roll A-14624.

Allottee, Ruthie Ruer Rubottom; Sex F; Blood 1-16.
Age 15.

Description. Section 10. E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$. Tax Roll, 1909 tax \$17.36, 7-9-10. Section 11. S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$. 1909 tax \$39.68, 7-9-10. Section 12, E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$5.14, 7-9-10. Total \$62.18.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Ruthie Ruer Hogue, nee Rubottom, who being first duly sworn, states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotments, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Ruthie Ruer Hogue, nee Rubottom.

Subscribed and sworn to before me this 19th day of August, 1915.

(Seal)

R. A. Hall, Notary Public.

My commission expires January 28, 1919.

ASSIGNMENT OF CLAIM.

I, Ruthie Ruer Hogue, nee Rubottom, allottee, as shown above hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees, that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 19th day of August, 1915.

Ruthie Ruer Hogue, nee Rubottom.

“Exhibit L-47.” C. A. Greenlees.

For his 18th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$192.19 so paid defendant on the 3rd day of November, 1911, with interest thereon from said date at 6 per cent per

annum until paid, being the sum of \$45.16; and the further sum of \$94.87 so paid defendant on the 17th day of January, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$26.85; and in the further sum of \$102.60 so paid defendant on the 20th day of January, 1912, with interest thereon at 6 per cent per annum from date in the sum of \$22.78.

The total sum herein demanded by plaintiff being \$389.66 principal and \$94.97 interest thereon.

By reference plaintiff pleads all the matters alleged and set forth in Exhibit No. L-18 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 3 West, Sections 1-12-13.
Roll A-14625.

Allottee, Minnie Viola Rubottom; Sex F; Blood 1-16;
Age 9.

Description. Section 1, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{2}$ SE $\frac{1}{4}$. Tax roll, 1909 tax \$21.35, 11-3-11; 1910 tax \$8.91, 1-7-11; 1911 tax \$5.84, 1-22-12. Section 12, E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; 1909 tax \$145.18, 11-3-11; 1910 tax \$64.13, 1-17-11; 1911 tax \$80.71, 1-22-12. Section 13, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; 1909 tax \$25.66, 11-3-11; 1910 tax \$21.83, 1-17-11; 1911 tax \$16.05, 1-20-12. Total \$389.66.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Minnie Viola Hogue, nee Rubottom, who being first duly sworn, states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe

referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth as hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid, by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indians lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were in fact non-taxable for said years, and that the same so collected have not been returned to allottee, nor to any one for him.

Wherefore affiant prays the Honorable Board of of County Commissioners of Love County, Oklahoma, to refund said tax, and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Minnie Viola Hogue, nee Rubottom.

Subscribed and sworn to before me this 19th day of August, 1915.

(Seal)

R. A. Hall, Notary Public

My commission expires January 28, 1919.

ASSIGNMENT OF CLAIM.

I, Minnie Viola Hogue, nee Rubottom, allottee, as above shown, hereby assign and transfer the above described and chose in action due claimant from Love County, Oklahoma,

to C. A. Greenlees, who is hereby holder of the legal title to same; and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 19th day of August, 1915.

Minnie Viola Hogue, nee Rubottom.

“Exhibit L-18.” C. A. Greenlees.

For his 19th cause of action herein plaintiff refers to paragraphs, one two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim as for money had and received and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$65.73 so paid defendant on the 23rd day of July, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$20.51; and the further sum of \$19.86 so paid defendant on the 15th day of January, 1912, with interest thereon at 6 per cent per annum from said date in the sum of \$6.53.

The total sum herein demanded by plaintiff being \$85.59 principal and \$27.04 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-19 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 2 West, Sections 18-19.
Roll B-956.

Allottee, Lydia M. Johnson; Sex F; Blood IW; Age 49.

Description. Sec. 18, S $\frac{1}{2}$ SE $\frac{1}{4}$. Tax roll, 1908 tax \$19.86, 1-15-12; 1909 tax \$32.87, 7-25-10. Section 19. NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, 1909 tax \$32.86, 7-23-10. Total \$85.59.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Lydia M. Johnson, who being first duly sworn, states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and

demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs, so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

L. M. Johnson.

Subscribed and sworn to before me this 23rd day of August, 1915.

(Seal)

Jas. A. Porter, Notary Public.

My commission expires May 16, 1917.

ASSIGNMENT OF CLAIM.

I, Lydia M. Johnson, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and will incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and cost collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing which shall be

his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 23rd day of August, 1915.

“Exhibit L-19.”

L. M. Johnson.

C. A. Greenlees.

For his 20th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$108.91 so paid defendant on the 3rd day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$25.59; and the further sum of \$53.83 so paid defendant on the 4th day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$12.55 and in the further sum of \$14.40 so paid defendant on the 18th day of November, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$3.34; and in the further sum of \$39.61 so paid defendant on the 4th day of December, 1911, with interest thereon at 6 per cent per annum from said date, in the sum of \$9.11.

The total sum herein demanded by plaintiff being \$216.75 principal and \$50.59 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-20 hereto attached, filed herewith and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the

assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 17-20-21.
Roll C-1421.

Allottee, Emma E. Hays, nee Ivy; Sex F; Blood $\frac{1}{2}$;
Age 29.

Description. Section 17, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ S $\frac{1}{2}$ SE $\frac{1}{4}$. Tax roll, 1908 tax \$32.75, 11-3-11; 1909 tax \$34.60, 11-3-11; 1910 tax \$24.06, 11-4-11; 1911 tax \$26.74, 12-4-11. Section 20, NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1909 tax \$18.15, 11-3-11; 1910 tax \$12.38, 11-4-11; 1911 tax \$12.87, 12-4-11. Section 21 N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$; 1909 tax \$23.41, 11-3-11; 1910 tax \$17.39, 11-4-11; 1911 tax \$14.40, 11-13-11. Total \$216.75.

Personally appeared before me the undersigned authority one Emma E. Hays, nee Ivy, who being first duly sworn states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth herein before, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging

and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. The said payment was without authority of law, and that said lands were in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Emma E. Ivy.

Subscribed and sworn to before me this 14th day of August, 1915.

(Seal)

D. G. Culwell, Notary Public.

My commission expires August 8, 1917.

ASSIGNMENT OF CLAIM.

I, Emma E. Hays, nee Ivy, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures

herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within the period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 14th day of August, 1915.

Emma E. Ivy.

“Exhibit L-20.”

C. A. Greenlees.

For his twenty-first cause of action plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$202.97 so paid defendant on the 30th day of January, 1912, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$45.57.

The total sum herein demanded by plaintiff being \$202.97 principal and \$45.57 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-21 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Section 32.
Roll C-1747.

Allottee Wessie Jackson, nee Burney; Sex F; Blood 3-32; Age 10.

Description, N $\frac{1}{2}$ NE $\frac{1}{4}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$. Tax roll, 1909 tax \$89.25; 1910 tax, \$51.99; 1911 tax, \$61.73. Total \$202.97.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Wessie Jackson, nee Burney, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and the threatening to sell, in advertising for sale and offering to sell said lands, and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees who is trustee for affiant to receive same.

Wessie Jackson, nee Burney.

Subscribed and sworn to before me this 14th day of August, 1915.

(Seal)

T. M. Scott, Notary Public.

My commission expires March 24, 1917.

ASSIGNMENT OF CLAIM.

I, Wessie Jackson, nee Burney, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necesasry to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 14th day of August, 1915.

Wessie Jackson, nee Burney.

"Exhibit L-21."

C. A. Greenlees.

For his 22nd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, and for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$33.06 so paid defendant on the 24th day of December, 1910, with interest thereon from said date at 6 per cent per annum, until paid, being the sum of \$9.49; and the further sum of \$47.76 so paid defendant on the 13th day of June, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$12.55; and in the further sum of \$22.43 so paid defendant on the 24th day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$7.40.

The total sum herein demanded by plaintiff being \$103.25 principal and \$29.44 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-22 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 9-16-17-21. Roll C-1826.

Aliottee, Ada Clifford Ball; Sex F; Blood 1-8; Age 13. Description, Section 9, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$. Tax roll, 1909 tax \$1.66, 12-24-10. Section 16, SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; 1909 tax \$13.22, 12-24-10; 1910 tax \$30.36, 6-13-11; 1911 tax \$7.20, 11-24-11. Section 17, NE $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; 1909 tax \$14.48, 12-24-10; 1910 tax \$22.91, 6-13-11; 1911 tax \$10.54, 11-24-11. Section 21, S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$3.30, 12-24-11; 1910 tax \$4.49, 6-15-11; 1911 tax \$1.55, 11-24-11. Township 7 South, Range 2 East, Section 5.

Description, SE 10 A. lot. Tax roll, 1909 tax \$1.49, 11-24-11; 1910 tax \$1.28, 11-24-11; 1911 tax .37, 11-24-11. Total \$103.25.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Ada Clifford Kirkpatrick, nee Ball, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Ada Clifford Kirkpatrick, nee Ball.

Subscribed and sworn to before me this 27th day of August, 1915.

F. T. Foley,
Notary Public, in and for El Paso County, Texas.

ASSIGNMENT OF CLAIM.

I, Ada Clifford Kirkpatrick, nee Ball, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant. This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of that contract are hereby accepted by the said C. A. Greenlees.

Dated this 27th day of August, 1915.

Ada Clifford Kirkpatrick, nee Ball.
"Exhibit L-22." C. A. Greenlees.

For his 23rd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$67.16 so paid defendant on the 29th day of October, 1909, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$23.91, and the further sum of \$68.57 so paid defendant on the 6th day of January, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$16.54; and in the further sum of \$32.89 so paid defendant on the 28th day of September, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$8.33; and in the further sum of \$85.71 so paid defendant on the 18th day of December, 1911, with interest thereon at 6 per cent per annum from said date, in the sum of \$19.46. The total sum herein demanded by plaintiff being the sum of \$239.33 principal and \$68.24 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-23, hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof of plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 2 East, Section 17-19-20.
Roll B-296.

Allottee, Cynthia Lewis; Sex F; Age 33.

Description, Section 17, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$. Tax roll, 1908 tax \$11.68, 9-28-11; 1909 tax \$9.90, 10-29-09; 1910 tax \$7.73, 1-6-11; 1911 tax \$13.43, 12-18-11. Section 19, E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; less 80 A. for G. C. & S. F. Ry, 1908 tax \$3.22, 4-28-11; 1909 tax \$5.78, 10-29-09; 1910 tax \$5.22, 1-6-11; 1911 tax \$8.09, 11-18-11. Section 20, S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$. 1908 tax \$27.99, 9-28-11; 1909 tax \$51.48, 10-29-09; 1910 tax \$55.62, 1-6-11; 1911 tax \$64.19, 12-18-11. Total \$264.33.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Cynthia Lewis, who being first duly sworn states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth heretofore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling the Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Cynthia Lewis.

Subscribed and sworn to before me this 9th day of September, 1915.

(Seal)

W. L. Richards, Court Clerk.
By Ona English, Deputy

ASSIGNMENT OF CLAIM.

I, Cynthia Lewis, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration for this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected and shall retain all the remainder of the sums collected and accruing which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 9th day of September, 1915.

Cynthia Lewis.

"Exhibit L-23."

C. A. Greenlees.

For the 24th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$33.66 so paid defendant on the 29th day of October, 1909, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$11.98.

The total sum herein demanded by plaintiff being \$33.66, principal and \$11.98 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-24, hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 2 East, Section 20-21.
Roll A-9239.

Allottee, Overton A. Lewis. Sex M; Blood $\frac{1}{2}$; Age 29.
Description, Section 20, $W\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$. Tax Roll, 1909 tax \$29.70, 10-29-09. Section 21, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, 1909 tax \$3.96, 1-29-09. Total \$33.66.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Overton A. Lewis, who being first duly sworn, states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the as-

sessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were in fact non-taxable for said years, and that the sums so collected have not been returned to allottee nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Overton A. Lewis.

Subscribed and sworn to before me this 9th day of Sept. 1915.

W. L. Richards, Court Clerk.

(Seal)

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, Overton A. Lewis, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder

of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 9 day of Sept., 1915.

Overton A. Lewis.

“Exhibit L-24.”

C. A. Greenlees.

For his 25th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant hereinbefore promised to repay plaintiff, in the following sums, to-wit:

\$56.13 so paid defendant on the 23 day of December, 1910, with interest thereon, from said date at 6 per cent per annum until paid, being the sum of \$16.11; and the further sum of \$87.53 so paid defendant on the 27th day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$20.22.

The total sum herein demanded by plaintiff being \$143.66 principal and \$36.33 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-25 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 32-33.
Roll C-1644.

Allottee, Una Burney, nee Looney. Sex F; Blood 3-32;
Age 17.

Description, Section 32, SE $\frac{1}{4}$ SE $\frac{1}{4}$. Tax Roll, 1909
tax \$17.60, 11-27-11; 1910 tax \$11.32, 12-23-10. Section
33, N $\frac{1}{2}$ SW $\frac{1}{4}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ S $\frac{1}{2}$ SW $\frac{1}{4}$
SW $\frac{1}{4}$, 1909 tax \$69.93, 11-27-11; 1910 tax \$44.90, 12-23-10.
Total \$143.66.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Una Burney, nee Looney, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the roll of citizenship, of said tribes referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of said Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That

said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Una Burney, nee Looney.

Subscribed and sworn to before me this 12 day of Aug., 1915.

(Seal)

T. M. Scott.

Notary Public.

My Commission expires Mar. 24, 1917.

ASSIGNMENT OF CLAIM.

I, Una Burney, nee Looney, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer in the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected and shall retain all of the remainder of the sums collected accruing, which shall be his compensation for services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon

within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 12th day of Aug. 1915.

Una Burney, nee Looney.

"Exhibit L-25."

C. A. Greenlees.

For his 26th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of the claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums:

\$71.84 so paid defendant on the 29th day of December, 1909, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$24.66.

The total sum herein demanded by plaintiff being \$71.84 principal and \$24.66 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-26 hereto attached, tied herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 2 and 3 West, Sections 2-25.

Roll R-808.

Allottee, Martha May Lemon; Sex F; Blood $\frac{1}{4}$;

Age 1.

Description, Twp. 7 S. R. 2 W. Sec. 21, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$. Tax Roll, 1909 tax \$49.44, 12-

29-09. Twp. 7 South, R 3 W Sec. 25, W $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$
NW $\frac{1}{4}$ NW $\frac{1}{4}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, 1909 tax \$22.40, 12-29-09.
Total \$71.84.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Ida Lemon, mother of Martha Lemon, minor, who being first duly sworn, states that Martha May Lemon, a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom,

and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Ida Lemon,

Mother of Martha May Lemon.

Subscribed and sworn to before me this 21 day of August, 1915.

(Seal)

R. A. Hall,

Notary Public.

My commission expires Jan. 28, 1919.

ASSIGNMENT OF CLAIM.

I, Ida Lemon, mother of Martha May Lemon, minor, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 21 day of August, 1915.

Ida Lemon,

"Exhibit L-26."

C. A. Greenlees.

For his 27th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$63.55 so paid defendant on the 29th day of December, 1909, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$22.99; and the further sum of \$75.44 so paid defendant on the 2nd day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$17.73; and in the further sum of \$56.59 so paid defendant on the 14th day of December, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$12.90; and in the further sum of \$46.07, so paid defendant on the 27th day of November, 1911, with interest thereon at 6 per cent per annum from said date, in the sum of \$10.41.

The total sum herein demanded by plaintiff being \$241.65 principal and \$64.03 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 1-27 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 2 West, Sections 20-29.
Roll A-14860.

Allottee, Ida Lemon; Sex F; Blood $\frac{1}{4}$; Age 23.

Description, Section 20, S $\frac{1}{2}$ S $\frac{1}{2}$. Tax Roll, 1909 tax

\$31.78, 10-29-09; 1910 tax \$37.72, 11-2-11; 1911 tax 23.01, 12-29-11. Section 29, N $\frac{1}{2}$ N $\frac{1}{2}$, 1908 tax \$56.59, 12-14-11; 1909 tax \$31.77, 12-29-09; 1910 tax \$37.72, 11-2-11; 1911 tax \$23.06, 12-27-11. Total \$241.65.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one Ida Lemon, who being first duly sworn, states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom

and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Ida Lemon.

Subscribed and sworn to before me this 21 day of August, 1915.

(Seal)

R. A. Hall.

My Commission expires 8th day of Jan. 1919.

ASSIGNMENT OF CLAIM.

I, Ida Lemon, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 21 day of August, 1915.

Ida Lemon.

"Exhibit L-27."

C. A. Greenlees.

For his 28th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of

action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$43.91 so paid defendant on the 2nd day of January, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$13.51; and the further sum of \$25.93 so paid defendant on the 2nd day of October, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$6.22; and in the further sum of \$74.73 so paid defendant on the 2nd day of November, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$17.56.

The total sum herein demanded by plaintiff being \$144.57 principal and \$37.29 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 1-28 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim, and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 3 West, Sections 12-13-24.
Roll A-14620.

Allottee, Matilda E. Rubottom; Sex F; Blood $\frac{1}{2}$;
Age 39.

Description, Section 12, E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$. Tax Roll, 1908 tax .66, 10-2-11; 1909 tax \$1.27, 11-2-11; 1910 tax .64, 10-2-11. Section 13, SW $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, 1908 tax \$25.27, 10-2-11; 1909 tax \$43.06, 11-2-11; 1910 tax \$28.00, 1-2-11. Section 24, SW $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$, 1909 tax \$30.40, 11-2-11; 1910 tax \$15.27, 1-2-11. Total \$144.57.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Matilda E. Langley, nee Rubottom, who being first duly sworn, states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Matilda E. Langley, nee Rubottom.

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Subscribed and sworn to before me this 7th day of
Sept. 1915.

R. A. Hall,
Notary Public.

(Seal)

My Com. Expires Jan. 28, 1919.

ASSIGNMENT OF CLAIM.

I, Matilda E. Langley, nee Rubottom, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 7 day of Sept. 1915.

Matilda E. Langley, nee Rubottom.
"Exhibit L-28." C. A. Greenlees.

For his 29th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plain-

tiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$17.88 so paid defendant on the 9th day of July, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$5.51; and the further sum of \$58.24 so paid defendant on the 17th day of October, 1910, with interest thereon at 6 per cent per annum from said date in the sum of \$17.42; and in the further sum of \$67.97 so paid defendant on the 28th day of March, 1911; with interest thereon at 6 per cent per annum from date in the sum of \$18.62; and in further sum of \$43.74 so paid defendant on the 31 day of August, 1911, with interest thereon at 6 per cent per annum from said date, in the sum of \$12.95. The total sum herein demanded by plaintiff being \$187.83 principal, and \$54.50 interest thereon.

By reference plaintiff pleads all the matters alleged and set forth in Exhibit No. L-29 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid to him or any one for him, and that said demand is just, true, due, and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 3 East, Sections 5-6-7.

Roll D-234.

Allottees Thomas M. Randolph; Sex M; Blood IW;
Age 29.

Description, Section 5. S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$. Tax roll, 1909 tax \$17.88, 2-9-11; 1910 tax \$20.96, 3-18-11. Section 6, E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE 10 A. Lot 4; 1908 tax \$33.08, 8-31-11; 1909 tax \$52.34, 10-17-11; 1910 tax \$41.92, 3-28-11. Section 7, N 19.86 A. of Lot 1; 1908

tax \$10.66, 6-31-11; 1909 tax \$5.90, 10-17-11; 1910 tax \$5.00, 3-28-11. Total \$187.83.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Thomas M. Randolph, who being first duly sworn states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom,

and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Thomas M. Randolph.

Subscribed and sworn to before me this 2nd day of August, 1915.

(Seal)

Dillie Wicker, Notary Public.

My commission expires March 10, 1919.

ASSIGNMENT OF CLAIM.

I, Thomas M. Randolph, allottee, as shown above hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 3rd day of August, 1915.

Thomas M. Randolph.

“Exhibit L-29.”

C. A. Greenlees.

For his 30th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of ac-

tion as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$53.64 so paid defendant on the 9th day of July, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$16.84; and in the further sum of \$84.84 so paid defendant on the 28th of March, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$22.72.

The total sum herein demanded by plaintiff being \$137.48 principal and \$39.56 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-30 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 3 East, Sections 5-8.

Roll C-3960.

Allottee, Nellie P. Randolph; Blood 3-8; Age 26.

Description, Section 5. $W\frac{1}{2}$ $SE\frac{1}{4}$ $SW\frac{1}{4}$ $E\frac{1}{2}$ $SW\frac{1}{4}$ $SW\frac{1}{4}$. Tax roll, 1910 tax \$20.96, 3-28-11; Section 8, $SW\frac{1}{4}$ $NE\frac{1}{4}$ $NW\frac{1}{4}$ $W\frac{1}{2}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$ $SW\frac{1}{4}$ $NW\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$ $W\frac{1}{2}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$ $NW\frac{1}{4}$; 1909 tax \$53.64, 7-9-10; 1910 tax \$62.88, 3-28-11. Total \$137.48.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Nellie P. Randolph, who being first duly sworn

states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee, being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax, and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Nellie P. Randolph.

Subscribed and sworn to before me this 3rd day of August, 1915.

(Seal)

Dillie Wicker, Notary Public.

My commission expires March 10, 1919.

ASSIGNMENT OF CLAIM.

I, Nellie P. Randolph, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement thereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from the date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 3rd day of August, 1915.

Nellie P. Randolph.

“Exhibit L-30.”

C. A. Greenlees.

For his 31st cause of action herein plaintiff refers to paragraphs one, two and three hereof, and plead each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$56.08 so paid defendant on the 24th day of March, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$18.62; and the

further sum of \$50.00 so paid defendant on the 9th day of February, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$13.21; and in the further sum of \$12.03 so paid defendant on the 11th day of February, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$2.83; and in the further sum of \$67.55 so paid defendant on the 16th day of March, 1912, with interest thereon at 6 per cent per annum from said date in the sum of \$14.39.

The total sum herein demanded by plaintiff being \$186.56 principal and \$49.05 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-31 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 3 West, Sections 13-23.

Roll A-14621.

Allottee, Mary Frances Sorrells, Sex F; Blood 1-16; Age 22.

Description. Section 13, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$. Tax roll, 1909 tax \$5.08, 3-24-11; 1910 tax \$12.03, 11-24-11; 1911 tax \$2.02, 3-16-11. Section 23, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; 1909 tax \$51.00, 3-24-10; 1910 tax \$50.90, 2-9-11; 1911 tax \$65.53, 3-16-11. Total \$186.56.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Mary Frances Furrh, nee Sorrells, who being first duly sworn states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown

by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Granlees, who is trustee for affiant to receive same.

Mary Frances Furrh, nee Sorrells.

Subscribed and sworn to before me this 9th day of August, 1915.

(Seal)

R. A. Hall, Notary Public.

My commission expires January 28, 1919.

ASSIGNMENT OF CLAIM.

I, Mary Frances Furrh, nee Sorrells, allottee, as shown

above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected and accruing, which shall be his compensation for his services herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 19th day of August, 1915.

Mary Frances Furrh, nee Sorrells.

"Exhibit L-31." C. A. Greenlees.

For his 32nd cause of action hereby plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$34.72 so paid defendant on the 24th day of March, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$9.44.

The total sum herein demanded by plaintiff being \$34.72 principal and \$9.44 interest thereon.

By reference, plaintiff pleads all the matters alleged

and set forth in Exhibit No. 1-32 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 3 West, Section 14.
Roll A-14628.

Allottee, Ethel Lee Sorrells; Sex F; Blood 1-32; Age 2.

Description, SW¹/₄ SW¹/₄ NE¹/₄ NW¹/₄ SE¹/₄ SE¹/₄
NE¹/₄ SW¹/₄ W¹/₂ NW¹/₄ SE¹/₄ S¹/₂ S¹/₂ SE¹/₄ E¹/₂ NW¹/₄
SE¹/₄ NE¹/₄ SW¹/₄ SE¹/₄. Tax roll, 1909 tax \$34.72, 3-24-10. Total \$34.72.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one John Furrh, Guardian of Ethel Lee Sorrells, who being first duly sworn, states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging, and demanding said tax, and in threatening to sell, in advertising for sale and

offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

John Furrh, Guardian.

Subscribed and sworn to before me this 19th day of August, 1915.

(Seal)

R. A. Hall, Notary Public.

My commission expires January 28, 1919.

ASSIGNMENT OF CLAIM.

I, John Furrh, Guardian allottee above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein.

In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 19th day of August, 1915.

John Furrh, Guardian.

“Exhibit L-32.”

C. A. Greenlees.

For his 33rd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$23.81 so paid defendant on the 24th day of March, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$7.80.

The total sum herein demanded by plaintiff being \$23.81 principal and \$7.80 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-33, hereto attached, filed and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 6 South, Range 2 West, Section 32.

Roll R-535.

Allottee Claudie Edward Sorrells; Sex M; Blood 1-32;

Age 1.

Description, $W\frac{1}{2}$ $NE\frac{1}{4}$ $SE\frac{1}{4}$ $SE\frac{1}{4}$ $SE\frac{1}{4}$ $E\frac{1}{2}$ $W\frac{1}{2}$ $SW\frac{1}{4}$. Tax roll, 1909 tax \$18.32, 3-24-10. Township 7 South, Range 3 West, Section 14, $SE\frac{1}{4}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$ $SW\frac{1}{4}$ $SW\frac{1}{4}$ $NE\frac{1}{4}$ $SW\frac{1}{4}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$; 1909 tax \$5.49, 3-24-10. Total \$23.81.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one John Furrh, Guardian of Claudie Edward Sorrells, who being first duly sworn, states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit said allotment being owned by the allottee at the time said assessments are shown and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized treats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to re-

fund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

John Furrh, Guardian.

Subscribed and sworn to before me this 19th day of August, 1915.

(Seal)

R. A. Hall, Notary Public.

My commission expires January 28, 1919.

ASSIGNMENT OF CLAIM.

I, John Furrh, Guardian of Claudie E. Sorrells, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 19th day of August, 1915.

John Furrh, Guardian.

"Exhibit L-33."

C. A. Greenlees.

For his 34th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and

every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$21.03 so paid defendant on the 26th day of October, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$6.22; and the further sum of \$26.92 so paid defendant on the 29th day of December, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$6.08; and in the further sum of \$22.90 so paid defendant on the 9th day of May, 1912, with interest thereon at 6 per cent per annum from date in the sum of \$4.67.

The total sum herein demanded by plaintiff being \$70.85 principal and \$16.97 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-34 hereto attached, filed herewith and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Section 2.

Roll C-1513.

Allottee, Dory Souse; Sex F; Blood $1\frac{1}{2}$; Age 1.

Description, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$. Tax roll, 1909 tax \$21.03, 10-26-10; 1910 tax \$26.92, 12-26-11; 1911 tax \$22.90, 5-9-12. Total \$70.85.

State of Oklahoma, Love County.

Personally appeared before me the undersigned au-

thority one H. W. McGill, Guardian of Dory Souse, who being first duly sworn states that Dory Souse is a citizen of the Chickasaw Nation of the Five Civilized Tribes in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, charging and demanding said tax and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax, and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

H. W. McGill, Guardian.

Subscribed and sworn to before me this 9th day of September, 1915.

(Seal)

W. L. Richards, Court Clerk.

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, H. W. McGill, Guardian of allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 9th day of September, 1915.

H. W. McGill, Guardian.
"Exhibit L-34." C. A. Greenlees.

For his 35th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without his alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$63.98 so paid defendant on the 4th day of March, 1911,

with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$17.60.

The total sum herein demanded by plaintiff being \$63.98 principal and \$17.60 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-35, hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 9 South, Range 2 East, Sections 20-29.
Roll A-14226.

Allottee Juanita Taylor; Sex F; Blood 1-16; Age 11.

Description. Section 20, S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$. Tax roll, 1909 tax \$8.20, 3-4-11; 1910 tax \$6.18, 3-4-11. Section 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ W $\frac{1}{2}$ NW $\frac{1}{4}$; 1909 tax \$30.42, 3-4-11; 1910 tax \$19.18, 3-4-11. Total \$63.98.
State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Juanita Kershaw, nee Taylor, who being first duly sworn states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe, referred to and made a part of this affidavit and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and un-

authorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Juanita Kershaw, nee Taylor.

Subscribed and sworn to before me this 1st day of September, 1915.

(Seal)

M. L. Wineblood, Notary Public.

My commission expires April 17, 1918.

ASSIGNMENT OF CLAIM.

I, Juanita Kershaw, nee Taylor, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recovery said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the

tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 1st day of September, 1915.

Juanita Kershaw, nee Taylor.

“Exhibit L-35.”

C. A. Greenlees.

For his 36th cause of action here plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that he defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$26.65 so paid defendant on the 24th day of November, 1909, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$9.36; and the further sum of \$36.38 so paid defendant on the 24th day of October, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$8.62.

The total sum herein demanded by plaintiff being \$62.93 principal and \$17.98 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-36 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any

one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 9 South, Range 2 East, Sections 16-20-28-33.
Roll B-495.

Allottee, Joe N. Taylor; Sex M; Blood IW; Age 36.

Description. Section 16, SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$. Tax roll, 1909 tax \$9.66, 10-24-11; 1910 tax \$5.34, 10-24-11. Section 20, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$; 1909 tax \$10.25, 11-24-09. Section 28, S $\frac{1}{2}$ NE $\frac{1}{4}$; 1909 tax \$16.40, 11-24-09. Section 33, N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; 1909 tax \$10.30, 10-24-11; 1910 tax \$6.77, 10-24-11; 1911 tax \$4.21, 10-24-11. Total \$62.93.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one Joe N. Taylor, who being first duly sworn states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty

and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Joe N. Taylor.

Subscribed and sworn to before me this 1st day of September, 1915.

(Seal)

M. L. Wineblood, Notary Public

My commission expires April 17, 1918.

ASSIGNMENT OF CLAIM.

I, Joe N. Taylor, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from

date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 1st day of September, 1915.

Joe N. Taylor.

“Exhibit L-36.”

C. A. Greenlees.

For his 37th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$57.57 so paid defendant on the 24th day of January, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$19.69.

The total sum herein demanded by plaintiff being \$57.57 principal and \$19.69 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-37 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 2 West, Sections 8-17.

Roll A-15554.

Allottee Robert E. L. Thompson; Sex M; Blood 1-8; Age 31.

Description. Section 8, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ less 5 A. for Leon; E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ less 5 A for Leon. Tax roll, 1909 tax \$37.48, 1-24-10. Section

17, NW¹/₄ NE¹/₄ NE¹/₄ S¹/₂ NE¹/₄ NE¹/₄ E¹/₂ NE¹/₄ NE¹/₄
NW¹/₄ NW¹/₄ NE¹/₄ NE¹/₄ NE¹/₄ NE¹/₄; 1909 tax \$20.09, 1-
24-10. Total \$57.57.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one Robert E. L. Thompson, who being first duly sworn states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment be- and set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell lands, and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Whereas, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Robert E. L. Thompson.

Subscribed and sworn to before me this 21st day of August, 1915.

(Seal)

Jas. A. Porter, Notary Public.

My commission expires May 16, 1917.

ASSIGNMENT OF CLAIM.

I, Robert E. L. Thompson, allottee, as shown above hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 21 day of August, 1915.

Robert E. L. Thompson.

“Exhibit L-37.”

C. A. Greenlees.

For his 38th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and re-

ceived, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$62.17 so paid defendant on the 27th day of January, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$17.47; and the further sum of \$31.81 so paid defendant on the 24th day of February, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$8.81; and the further sum of \$65.86 so paid defendant on the 30th day of September, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$15.87; and in the further sum of \$20.69 so paid defendant on the 30th day of December, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$4.78.

The total sum herein demanded by plaintiff being \$180.53 principal and \$46.93 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 1-38 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim, and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 2 West, Section 26.

Roll B-1279.

Allottee, Clary May Thompson; Sex F; Blood 1 W;
Age 32.

Description, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$. Tax Roll, 1910 tax \$1.78, 10-26-11. Township 8 South, Range 2 West, Sections 9 and 16. Section 9, W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SW $\frac{1}{4}$, 1909 tax \$30.36, 1-27-11; 1910 tax \$31.81, 1-27-11. Section 16, N $\frac{1}{2}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, 1909 tax \$35.50, 9-30-11; 1909 tax

\$30.36, 9-30-11; 1910 tax \$31.81, 2-24-11; 1911 tax \$18.91, 12-30-11. Total \$180.53.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Clara May Thompson, who being first duly sworn, states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Clara May Thompson.

Subscribed and sworn to before me this 21 day of Aug.
1915.

(Seal)

Jas. A. Porter,
Notary Public.

My Commission expires May 16, 1917.

ASSIGNMENT OF CLAIM.

I, Clara May Thompson, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and cost collected herein or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 21 day of Aug. 1915.

Clara May Thompson.

“Exhibit L-38.”

C. A. Greenlees.

For his 39th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff, who

is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$70.65 so paid defendant on the 27th day of March, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$19.16; and the further sum of \$85.63 so paid defendant on the 20th day of October, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$19.87.

The total sum herein demanded by plaintiff being \$156.28 principal and \$39.03 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-39 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 1 East, Sections 34-35.
Roll A-11930.

Allottee, Robb D. Ward; Sex M; Blood 1-32; Age 21.

Description, Section 34, E 20 A. Lot 4, SE 10 A. Lot 3, NE $\frac{1}{4}$ SE $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$. Tax Roll, 1909 tax \$19.68, 3-27-11; 1910 tax \$14.83, 3-27-11; 1911 tax \$61.79, 10-20-11. Section 35, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW, 1909 tax \$6.15, 3-27-11; 1910 tax \$2.79, 3-27-11; 1911 tax \$11.58, 11-20-11. Township 9 South, Range 1 East, Section 3, N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Lot 1, 1909 tax \$18.70, 3-27-11; 1910 tax \$9.50, 3-27-11; 1911 tax \$12.26, 11-20-11. Total \$156.28.

State of Oklahoma, Love County.

Personally appeared before me the undersigned au-

thority, one Robb D. Ward, who being first duly sworn, states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Robb D. Ward.

Subscribed and sworn to before me this 26 day of August, 1915.

M. L. Wineblood,
Notary Public.

(Seal)

My commission expires April-17-1918.

ASSIGNMENT OF CLAIM.

I, Robb D. Ward, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 26 day of August, 1915.

"Exhibit L-39."

Robb D. Ward.
C. A. Greenlees.

For his 40th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$80.66 so paid defendant on the 27th day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$19.44.

The total sum herein demanded by plaintiff being \$80.66 principal and \$19.44 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-40 hereto attached, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 6 South, Range 1 East, Section 16.
Roll C-4488.

Allottee, Albert Ned Wallace; Sex M; Blood $\frac{1}{2}$; Age 12.
Description, NE $\frac{1}{4}$. Tax Roll, 1909 tax \$47.08, 9-27-11;
1910 tax \$33.58, 9-27-11. Total \$80.66.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Albert Ned Wallace, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact and as shown by the above copy of the roll of citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in

selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Albert Ned Wallace.

Subscribed and sworn to before me this 27th day of August, 1915.

(Seal)

J. L. Pickens,

Notary Public.

My commission expires March-23-18.

ASSIGNMENT OF CLAIM.

I, Albert Ned Wallace, allottee, as shown above hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and ex-

penditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 27 day of August, 1915.

Albert Ned Wallace.

“Exhibit L-40.”

C. A. Greenlees.

For his 41st cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$1.17 so paid defendant on the 16th day of June, 1909, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$.43; and in the further sum of \$8.52 so paid defendant on the 19th day of April, 1910, with interest thereon at 6 per cent per annum from said date in the sum of \$2.79; and in the further sum of \$2.72 so paid defendant on the 9th day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$.67.

The total sum herein demanded by plaintiff being \$12.41 principal and \$4.01 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-41 hereto attached, filed herewith and made a part hereof, as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 6 South, Range 1 West, Section 22.
Roll D-426.

Allottee, Jerry Bass; Sex M; Blood I W; Age 45.

Description, SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$. Tax roll, 1909 tax \$8.52, 4-19-10. Township 6 South, Range 1 East, Section 31, N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, 1909 tax \$1.17, 11-9-11; 1909 tax \$1.60, 6-16-09; 1910 tax \$1.12, 11-9-11. Total \$12.41.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one Jerry Bass, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe, referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected

have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Jerry Bass.

Subscribed and sworn to before me this 9th day of September, 1915.

(Seal)

W. L. Richards, Court Clerk.

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, Jerry Bass, allottee as shown above hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or the proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 9th day of September, 1915.

Jerry Bass.

“Exhibit L-41.”

C. A. Greenlees.

For his 42nd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$69.27 so paid defendant on the 12th day of March, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$23.09; and the further sum of \$22.60 so paid defendant on the 5th day of January, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$6.44; and in the further sum of \$23.92 so paid defendant on the 27th day of March, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$5.41.

The total sum herein demanded by plaintiff being \$115.79 principal and \$34.94 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-42 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 26-35.
Roll C-3022.

Allottee, Albert Sidney Burney; Sex M; Blood $\frac{1}{2}$;
Age 31.

Description, Section 26, N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; Tax roll, 1909 tax \$.16, 3-12-10; 1910 tax \$.34, 1-5-11; Section 35, NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; 1909 tax \$.66.63, 3-12-10; 1910 tax \$.20.21, 1-5-11; 1911 tax \$.23.14, 12-

27-11. Township 7 South, Range 2 East, Section 14, NE¹/₄ NW¹/₄ NW¹/₄; 1909 tax \$2.48, 3-12-10; 1910 tax \$2.05, 1-5-11; 1911 tax \$.78, 12-27-11. Total \$115.79.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority one Albert Sidney Burney, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs and said allottee believing because of said enumerated acts and threats that said allotment would be sold for non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Albert Sidney Burney.

Subscribed and sworn to before me this 18th day of August, 1915.

(Seal)

T. M. Scott, Notary Public.

My commission expires March 24, 1915.

ASSIGNMENT OF CLAIM.

I, Albert Sidney Burney, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

The contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 18th day of August, 1915.

Albert Sidney Burney.

"Exhibit L-42."

C. A. Greenlees.

For his 43rd cause of action hereby plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plain-

tiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$88.96 so paid defendant on the 6th day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$20.02; and the further sum of \$62.66 so paid defendant on the 5th day of January, 1910, with interest thereon at 6 per cent per annum from date in the sum of \$17.86; and the further sum of \$33.58 so paid defendant on the 27th day of December, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$7.68.

The total sum herein demanded by plaintiff being \$185.20 principal and \$45.56.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-43 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 26-35.
Roll C-3024.

Joseph Burney, Sex M; Blood $\frac{1}{4}$; Age 6.

Description, NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, and S $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, 1909 \$11.93, paid, 11-6-11; 1910 \$8.98, paid 1-5-11, 1911, \$7.72, paid 12-27-11.

S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ and E $\frac{1}{2}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and N $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 35, 1909, \$66.89, paid 11-6-11; 1910 \$47.41, paid 1-5-11; 1911 \$25.08, paid 11-27-11.

Township 7 South, Range 2 East, Section 14.

W $\frac{1}{2}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, 1909 \$10.14, paid 11-6-11; 1910 \$6.27, paid 1-5-11-; 1911 \$.78, paid 11-27-11. Total \$185.20.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Joseph Burney, who being first duly sworn states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were in fact non-taxable for said year and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom,

and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Joseph Burney.

Subscribed and sworn to before me this 18th day of August, 1915.

(Seal)

T. M. Scott, Notary Public.

My commission expires March 24th, 1917.

ASSIGNMENT OF CLAIM.

I, Joseph Burney, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by said C. A. Greenlees.

Dated this 18th day of August, 1915.

Joseph Burney.

“Exhibit L-43.”

C. A. Greenlees.

For his 44th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action

as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$32.69 so paid defendant on the 5th day of January, 1909, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$13.23; and the further sum of \$36.76, so paid defendant on the 21st day of March, 1910, with interest thereon at 6 per cent per annum from said date in the sum of \$12.36, and in the further sum of \$27.11 so paid defendant on the 5th day of January, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$7.73; and in the further sum of \$15.63 so paid defendant on the 3rd day of ———, with interest thereon at 6 per cent per annum from said date, in the sum of \$——. The total sum herein demanded by plaintiff being \$112.19 principal and \$36.85 interest thereon.

In reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-44 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 26-35,
Roll D-395.

Allottee, Lillie May Burney, Sex F; Blood 1½; Age 25.

Description, NW¼ of SW¼ of SW¼ and N½ of SW¼ of SE¼ and W½ of SE¼ of SE¼, Section 26. Tax roll, 1908 \$12.92, pd. 1-5-09; 1909 \$10, pd. 3-12-10; 1910 \$1.12, pd. 1-5-11, 1911 \$4.65, paid 12-27-12. Description, S½ of N½ of NW¼ and SW¼ of NW¼ and NE¼ of SE¼ of NW¼ and SE¼ of NE¼ of NE¼ and NE¼ of SW¼ of NE¼

and N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SE $\frac{1}{4}$. Tax roll, 1908 \$16.20, paid 1-5-09; 1909 \$24.48, paid 3-10-10; 1910 \$23.89, paid 1-5-11; 1911 \$9.00 paid 12-27-12.

Township 7 South, Range 3 East, Section 14. NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$. Tax roll, \$3.57, paid 11-5-09; 1909 \$2.48, paid 3-12-11; 1910 \$2.10, paid 1-5-10; 1911 \$1.98, paid 12-27-11. Total \$112.19.

State of Oklahoma, Love County, s. s.

Personally appeared before me the undersigned authority, one Lillie May Burney, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Lillie May Burney.

Subscribed and sworn to before me this 18th day of August, 1915.

(Seal)

T. M. Scott, Notary Public.

My commission expires March 24th, 1917.

ASSIGNMENT OF CLAIM.

I, Lillie May Burney, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or the proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 18th day of August, 1915.

Lillie May Burney.

"Exhibit L-44."

C. A. Greenlees.

For his 45th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$105.39 so paid defendant on the 6th day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$34.77; and the further sum of \$65.24 so paid defendant on the 5th day of January, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$18.59, and in the further sum of \$32.24 so paid defendant on the 27th day of November, 1912, with interest thereon at 6 per cent per annum from date in the sum of \$5.51, and in the further sum of \$—— so paid defendant on the —— day of ——, with interest thereon at 6 per cent per annum from said date, in the sum of \$——. The total sum herein demanded by plaintiff being \$202.87 principal and \$58.47 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-45, hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 26-35.
Roll C-2023.

Allottee, Sidney Guy Burney; Sex M; Blood $\frac{1}{4}$; Age 7.
Description, S $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 26. Tax Roll, 1909, \$12.92, paid 11-6-11, 1910, \$6.74, paid 1-5-11, 1911 \$5.34, paid 12-27-11.

Description, $W\frac{1}{2}$ of $SE\frac{1}{4}$ and $W\frac{1}{2}$ of $SE\frac{1}{4}$ of $SE\frac{1}{4}$ and $NE\frac{1}{4}$ of $SE\frac{1}{4}$ of $SE\frac{1}{4}$ and $N\frac{1}{2}$ of $NE\frac{1}{4}$ of $NW\frac{1}{4}$ of Sec. 35. Tax Roll, 1909, \$75.64, paid 11-6-11, 1910, \$48.05, paid 1-5-11; 1911, \$23.02, paid 12-27-11. Township 7 South, Range 2 East, Section 14, $SE\frac{1}{4}$ of $NW\frac{1}{4}$ of $NW\frac{1}{4}$ and $NE\frac{1}{4}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$ and $S\frac{1}{2}$ of $SW\frac{1}{4}$ of $NW\frac{1}{4}$ and $NE\frac{1}{4}$ of $NW\frac{1}{4}$ of $SW\frac{1}{4}$. Tax Roll, 1909 \$16.83, paid 11-6-11; 1910 \$10.45, paid 1-5-11; 1911 \$3.86, paid 12-27-11. Total \$202.87.

State of Oklahoma, Love County.

Personally appeared before me the undersigned authority, one Sidney Guy Burney, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Sidney Guy Burney.

Subscribed and sworn to before me this 18th day of Aug. 1915.

(Seal)

T. M. Scott.

Notary Public.

My commission expires Mar. 24th, 1917.

ASSIGNMENT OF CLAIM.

I, Sidney Guy Burney, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by said C. A. Greenlees, that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or the proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 18th day of Aug., 1915.

Sidney Guy Burney.

"Exhibit L-45."

C. A. Greenlees.

For his 46th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promises to repay plaintiff, in the following sums, to-wit:

\$99.36 so paid defendant on the 19th day of March, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$33.04 and the further sum of \$74.09, so paid defendant on the 13th day of June, 1910, with interest thereon at 6 per cent per annum from said date in the sum of \$18.41, and in the further sum of \$43.95 so paid defendant on the 12th day of January, 1912, with interest thereon at 6 per cent per annum from date in the sum of \$9.82, and in the further sum of..... so paid defendant on theday of, with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$217.40 principal and \$61.27 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-46 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 34-35.
Roll C-1743.

Allottee, Julian Burney, Sex M; Blood $\frac{1}{4}$, Age 20.

Description, S $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 34. Tax Roll, 1909, \$73.98, paid 3-19-10; 1910, \$49.39, paid 6-13-11; 1911, \$31.60, paid 1-12-12.

Description, NW $\frac{1}{4}$ of SW $\frac{1}{4}$ and SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 35. Tax Roll, 1909 \$25.38, paid 3-19-10; 1910, \$24.70, paid 6-13-11; 1911 \$12.35, paid 1-12-12. Total \$217.40.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Julian Burney, who being first duly sworn, states that he is a citizen of the Chikasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom,

and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Julian Burney.

Subscribed and sworn to before me this 12th day of Aug., 1915.

T. M. Scott,

(Seal)

Notary Public.

My commission expires Mar. 24, 1917.

ASSIGNMENT OF CLAIM.

I, Julian Burney, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees, that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery therein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 12th day of Aug. 1915.

Julian Burney.

“Exhibit L-46.”

C. A. Greenlees.

For his 47th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges

and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$61.30 so paid defendant on the 6th day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$14.41, and the further sum of \$29.44, so paid defendant on the 5th day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$8.39, and in the further sum of \$27.85 so paid defendant on the 27th day of November, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$5.43; and in the further sum of \$..... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date, in the sum of \$....., the total sum herein demanded by plaintiff being \$118.59 principal and \$28.23 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-47 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Roll C-3026.

Township 7 South, Range 2 East, Section 23.

Allottee, Gerakline Burney; Sex F; Blood $\frac{1}{4}$; Age 1.

Description, $W\frac{1}{2}$ $NW\frac{1}{4}$ $NW\frac{1}{4}$ $SW\frac{1}{4}$ $W\frac{1}{2}$ $E\frac{1}{2}$ $NW\frac{1}{4}$ $W\frac{1}{2}$ $NE\frac{1}{4}$ $SW\frac{1}{4}$ $E\frac{1}{2}$ $NW\frac{1}{4}$ $SW\frac{1}{4}$ $SW\frac{1}{4}$ $NW\frac{1}{4}$ $SW\frac{1}{4}$, 1909 tax \$61.30, paid 11-6-11; 1910 tax \$29.44, paid 11-5-11; 1911 tax \$27.85, paid 11-27-11. Total \$118.59.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned author-

ity, one Albert Sidney Burney, father of Geraldine Furuey, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Roll of Love County, Oklahoma, a true copy and description as to the said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Albert Sidney Burney,

Subscribed and sworn to before me this 18th day of Aug. 1915.

T. M. Scott,

(Seal)

Notary Public.

My commission expires Mar. 24th, 1917.

ASSIGNMENT OF CLAIM.

I, Albert Sidney Burney, father of Geraldine Burney, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 18th day of Aug. 1915.

Albert Sidney Burney.

“Exhibit L-47.”

C. A. Greenlees.

For his 48th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$61.30 so paid defendant on the 6th day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$12.79; and the further

sum of \$29.44, so paid defendant on the 5th day of January, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$6.39 and in the further sum of \$27.84 so paid defendant on the 27th day of November, 1911, with interest thereon at 6 per cent per annum from date in the sum of \$6.43; and in the further sum of \$..... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$118.58 principal and \$25.61 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-48 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 2 East, Section 23.
Roll C-3025.

Allottee, Tams Bixby Burney; Sex M; Blood $\frac{1}{4}$ Age 4.

Description, SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$
SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$
E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, 1909 tax \$61.30, paid 11-6-11; 1910 tax \$29.44, paid 1-5-11; 1911 tax \$27.84, paid 11-27-11. Total \$118.58.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Albert Sidney Burney, father of Tams Bixby Burney, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact,

taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Albert Sidney Burney.

Subscribed and sworn to before me this 18th day of August, 1915.

(Seal)

T. M. Scott,

Notary Public.

My commission expires Mar. 24th, 1917.

ASSIGNMENT OF CLAIM

I, Albert Sidney Burney, father of Tams Bixby Burney, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder

of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax penalty and costs collected herein, or the proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums so collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 18th day of Aug. 1915.

"Exhibit L-48."

Albert Sidney Burney.
C. A. Greenlees.

For his 49th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$24.98 so paid defendant on the 1st day of June, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$8.60, and the further sum of \$....., so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date in the sum of \$....., and in the further sum of \$....., so paid defendant on the day of, with interest thereon at 6 per cent per annum from date in

the sum of \$....., and in the further sum of \$..... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date in the sum of \$....., the total sum herein demanded by plaintiff being \$24.98 principal and \$8.00 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-49 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 East, Section 1.
Roll A-14341.

Allottee, Lee Askew; Sex M; Blood 1-16; Age 21.

Description, SW $\frac{1}{4}$ NW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ & Lot 4; NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, 1909 tax \$24.98, paid 6-1-10. Total \$24.98.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Lee Askew, who being first duly sworn, states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the

County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Lee Askew

Subscribed and sworn to before me this 28th day of August, 1915.

(Seal)

F. W. Howell,
Notary Public.

My commission expires Jan. 22, 1919.

ASSIGNMENT OF CLAIM.

I, Lee Askew, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of the transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or the proportion of the tax, penalty

and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 28th day of August, 1915.

“Exhibit L-49.”

Lee Askew,
C. A. Greenlees.

For his 50th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$203.34 so paid defendant on the 21st day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$47.28; and the further sum of \$....., so paid defendant on theday of, with interest thereon at 6 per cent per annum from said date in the sum of \$....., and in the further sum of \$..... so paid defendant on theday, with interest thereon at 6 per cent per annum from date in the sum of \$....., and in the further sum of \$..... so paid defendant on theday of, with interest thereon at 6 per cent per annum from said date in the sum of \$..... The total sum herein demanded by plaintiff being \$203.34 principal and \$47.28 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-50 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and

the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Section 4-8-9.
Roll C-2949.

Allottee, Urnest Lee Alexander; Sex M; Blood 1-9;
Age 2.

Sec. 4, W $\frac{1}{2}$ SW $\frac{1}{4}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, 1909. Tax Roll, \$26.99, paid 11-21-11; 1910 tax \$6.59, paid 11-21-11; 1911 tax \$13.38, paid 11-21-11. Sec. 8, NE $\frac{1}{4}$ NE $\frac{1}{4}$, 1909 tax \$11.01, paid 11-21-11; 1910 tax \$6.24, paid 11-21-11; 1911 tax \$5.35, paid 11-21-11. Sec. 9, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, 1909 tax \$61.04, paid 11-21-11; 1910 tax \$47.32, paid 11-21-11; 1911 tax \$25.42, paid 11-21-11. Total \$203.34.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one D. L. Alexander, guardian, who being first duly sworn states that Urnest Lee Alexander, a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and authorized acts and threats of the Assessors and the

County Treasurer of Love County, Oklahoma, in assessing levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax, did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that sums so collected have not been returned to allottee nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay the same to one C. A. Greenlees, who is trustee for affiant to receive same.

D. L. Alexander.

Subscribed and sworn to before me this 9th day of September, 1915.

W. L. Richards, County Clerk.
By Ona English, Deputy.

(Seal)

ASSIGNMENT OF CLAIM.

I, D. L. Alexander, Guardian, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder

of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 9th day of September, 1915.

“Exhibit L-50.”

D. L. Alexander.

C. A. Greenlees.

For his 51st cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$68.59 so paid defendant on the 21st day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$15.92; and the further sum of \$.... so paid defendant on theday of.....with interest thereon at 6 per cent per annum from said date in the sum of \$...., and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from date in the sum of \$.... and in the further sum of \$.... so paid the defendant on the day of, with interest thereon at 6 per cent per annum from said date, in the sum of \$.... The total sum herein demanded by plaintiff being \$68.59 principal and \$15.92 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-51 hereto attached, filed herewith and made a part hereof as though set forth herein at length together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for

him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 8-10-15-16.
Roll Y-233.

Euna May Alexander, Sex F; Blood 1-8; Age 2.

Section 8, SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ less
3.75 A. for Pike; 1909 tax \$1.75, paid 11-21-11; 1910 tax
\$3.07, paid 11-21-11; 1911 tax \$1.78, paid 11-21-11.

Section 10, W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax
\$3.67, paid 11-21-11; 1910 tax \$8.74, paid 11-21-11; 1911 tax
\$4.76, paid 11-21-11.

Section 15, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; 1909 tax \$6.02,
paid 11-21-11; 1910 tax \$12.48, paid 11-21-11; 1911 tax \$6.69,
paid 11-21-11.

Section 16 N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; 1909
tax \$5.71, paid 11-21-11; 1910 tax \$8.48, paid 11-21-11; 1911
tax \$5.43, paid 11-21-11. Total \$68.59.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one D. L. Alexander, Guardian for Euna May Alexander, who being first duly sworn states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and un-

authorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

D. L. Alexander.

Subscribed and sworn to before me this 9th day of September, 1915.

(Seal)

W. L. Alexander, County Clerk.

By Ona English, Deputy.

ASSIGNMENT OF CLAIM.

I, D. L. Alexander, Guardian for Euna May Alexander, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein or that proportion of the tax, penalty and cost so collected,

and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 9th day of September, 1915.

D. L. Alexander.

“Exhibit L-51.”

C. A. Greenlees.

For his 52nd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$120.42 so paid defendant on the 21st day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$35.16; and the further sum of \$53.60, so paid defendant on the 26th day of April, 1912, with interest thereon at 6 per cent per annum from said date in the sum of \$11.04 and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from date in the sum of \$...., and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date, in the sum of \$.... The total sum herein demanded by plaintiff being \$174.02 principal and \$46.20 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-52 hereto attached, filed herewith and made a part hereof as though set forth herein at length together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges

that no part of said claim has ben paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 8-9.
Roll C-1825.

15. Allottee, Myrtle Virginia Ball; Sex F; Blood 1-8; Age

Section 8, S¹/₂ SW¹/₄ NE¹/₄ S¹/₂ SE¹/₄ NE¹/₄ NW¹/₄ SE¹/₄ N¹/₂ NE¹/₄ SE¹/₄ SW¹/₄ NE¹/₄ SE¹/₄ SW¹/₄ SE¹/₄ SE¹/₄ SE¹/₄ NE¹/₄ SE¹/₄ N¹/₂ SE¹/₄ SE¹/₄ SW¹/₄; 1909 tax \$76.39, paid 1-21-11; 1910 tax \$42.41, paid 10-21-11, 1911 tax \$51.44, paid 4-26-12.

Section 9, NW¹/₄ SW¹/₄ SW¹/₄; 1910 tax \$1.62, paid 10-21-11; 1911 tax \$2.16, paid 4-26-12. Total \$174.02.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Myrtle Virginia Ball, nee Armstrong, who being first duly sworn states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in

selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said taxes and all his legal demand arising therefrom, and pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Myrtle B. Armstrong.

Subscribed and sworn to before me this 14th day of August, 1915.

(Seal)

D. C. Culwell, Notary Public.

My commission expires August 8th, 1917.

I, Myrtle Virginia Ball, nee Armstrong, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said land. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 14th day of August, 1915.

Myrtle V. Armstrong.

“Exhibit L-52.”

C. A. Greenlees.

For his 53rd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that he defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$118.01 so paid defendant on the 21st day of November, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$43.29, and the further sum of \$25.53 so paid defendant on the 30th day of December, 1912, with interest thereon at 6 per cent per annum from said date in the sum of \$3.32 and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from date in the sum of \$.... and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from date, in the sum of \$.... The total sum herein demanded by plaintiff being \$143.54 principal and \$46.61 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-53 hereto attached, filed herewith and made a part hereof as though set forth herein at length together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 8-9-16.
Roll Y-232.

William Henry Armstrong; Sex M; Blood 1-16; Age 1.

Section 8, NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ less 2.50 A. for Pike and S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$9.36, paid 10-21-11; 1910 tax \$22.78, paid 10-21-11; 1911 tax \$4.93, paid 11-30-12.

Section 9, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$34.06, paid 10-21-11; 1910 tax \$18.71, paid 10-21-11; 1911 tax \$11.95, paid 1-30-12.

Section 16, S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$; 1909 tax \$21.82, paid 10-21-11; 1910 tax \$11.28, paid 10-21-11; 1911 tax \$8.65, paid 1-30-12. Total \$143.54.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one James N. Armstrong, Guardian, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging

and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

James N. Armstrong.

Subscribed and sworn to before me this 14th day of August, 1915.

(Seal)

D. G. Culwell, Notary Public.

My commission expires August 8th, 1917.

ASSIGNMENT OF CLAIM.

I, James N. Armstrong, Guardian for William Henry Armstrong, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant for Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for

his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

James N. Armstrong.
C. A. Greenlees.

“Exhibit L-53.”

For his 54th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff the following sums, to-wit:

\$93.74 so paid defendant on the 5th day of March, 1912, with interest hereon from said date at 6 per cent per annum until paid, being the sum of \$20.15; and the further sum of \$.... so paid the defendant on the day of, with interest thereon at 6 per cent per annum from said date in the sum of \$...., and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from date in the sum of \$...., and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date in the sum of \$..... The total sum herein demanded by plaintiff being \$93.54 principal and \$20.15 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-54 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 3 East, Section 12.
Roll C-14219.

Allottee, Edna Askew; Sex F; Blood 1-16; Age 12.

SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ N 10.04 A. of Lot
3 and Lots 1 and 2; 1909 tax \$31.88, paid 3-5-12; 1910 tax
\$25.36, paid 3-5-12; 1911 tax \$36.50, paid 3-5-13.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Edna Washington, nee Askew, who being first duly sworn states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotments, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of

County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Edna Washington.

Subscribed and sworn to before me this 20th day of September, 1915.

W. L. Richards, Court Clerk.
By Ona English, Deputy.

(Seal)

ASSIGNMENT OF CLAIM.

I, Edna Washington, nee Askew, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent per annum of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 20th day of September, 1915.

Edna Washington.
C. A. Greenlees.

“Exhibit L-54.”

For his 55th cause of action herein plaintiff refers to

paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$124.89 so paid defendant on the 23rd day of December, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$35.84, and the further sum of \$52.69 so paid defendant on the 7th day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$12.38 and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from date in the sum of \$.... and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$171.69 principal and \$48.22 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-55 hereto attached, filed herewith and made a part hereof as though set forth herein at length; together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand it ust, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 6 South, Range 2 East, Section 14-22-23.
Roll A-425.

Allottee, Geo. W. Cross; Sex M; Blood 1-8; Age 23.

Section 14, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$1.38, paid 12-23-10; 1910 tax \$1.06, paid 12-23-10.

Section 22, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ E $\frac{1}{2}$

SW $\frac{1}{4}$ NE $\frac{1}{4}$ N $\frac{1}{2}$ NE $\frac{1}{4}$; 1909 tax \$36.23, paid 11-7-11; 1909 tax \$47.44, paid 11-23-10; 1910 tax \$64.68, paid 12-23-10.

Section 23, NW $\frac{1}{4}$ NW $\frac{1}{4}$; 1908 tax \$10.57, paid 11-7-11; 1909 tax \$5.98, paid 11-6-11; 1910 tax \$4.44, paid 12-23-10. Total \$171.69.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Geo. W. Cross, who being first duly sworn states that he is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sum so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays that the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom

and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Geo. W. Cross.

Subscribed and sworn to before me this 17th day of September, 1915.

(Seal)

B. C. Newton, Notary Public.

My commission expires July 14th, 1918.

ASSIGNMENT OF CLAIM.

I, Geo. W. Cross, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. That the consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 17th day of September, 1915.

"Exhibit L-55."

Geo. W. Cross
C. A. Greenlees.

For his 56th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff who is

the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$169.19 so paid defendant on the 14th day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$39.41, and the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date in the sum of \$.... and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from date in the sum of \$...., and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$169.19 principal and \$39.41 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-56 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Sections 5-6.
Roll C-653.

Albert Pike Coyle; Sex M; Blood 3-8; Age 14.

Section 5, W $\frac{1}{2}$ SW $\frac{1}{4}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$98.24, paid 11-14-11; 1910 tax \$54.61, paid 11-14-11.

Section 6, E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$; 1909 tax \$10.90, paid 11-14-11; 1910 tax \$5.44, paid 11-14-11. Total \$169.19.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Albert Pike Coyle, who being first duly sworn,

states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe, referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands in the selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sum so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

A. P. Coyle.

Subscribed and sworn to before me this 16th day of September, 1915.

(Seal)

T. M. Scott, Notary Public.

My commisison expires March 24th, 1917.

ASSIGNMENT OF CLAIM.

I, Albert Pike Coyle allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 16th day of September, 1915.

Albert Pike Coyle,

C. A. Greenlees.

"Exhibit L-56."

For his 57th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demanded defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$25.77 so paid defendant on the 20th day of March, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$7.00, and the further sum of \$. . . . so paid defendant on the day of

with interest thereon at 6 per cent per annum from said date in the sum of \$.... and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$25.77 principal and \$7.10 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 1-57 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 6 South, Range 1 East, Section 36.

Roll A-14242,

Allottee, Lizzie Wilson; Sex F; Blood 1-16; Age 19.

W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$; 1909 tax \$15.35, paid 8-20-11; 1910 tax \$10.42, paid 3-20-11. Total \$25.77.

State of Oklahoma, Love County—ss.

Personally appeared before me the undersigned authority, one Lizzie Wilson, who being first duly sworn states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship or said Tribe referred to and made a part of this affidavit, and who under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the

County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening too sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Lizzie Wilson.

Subscribed and sworn to before me this 14th day of September, 1915.

(Seal)

F. W. Howell, Notary Public.

My commission expires January 22, 1919.

ASSIGNMENT OF CLAIM.

I, Lizzie Wilson, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his com-

pensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 14th day of September, 1915.

Lizzie Wilson.

“Exhibit L-57.”

C. A. Greenlees.

For his 58th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$22.36 so paid defendant on the 25th day of March, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$7.41 and the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date in the sum of \$.... and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from date in the sum of \$...., and in the further sum \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date in the sum of \$..... The total sum herein demanded by plaintiff being \$22.36 principal and \$7.41 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-58 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and the said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 3 East, Sections 5-6.
Roll C-3104.

Allottee, Hattie Byrd Love; Sex F; Blood 3-32; Age 30.
Section 5, E¹/₂ SE¹/₄ SE¹/₄ SE¹/₄ NE¹/₄, SE¹/₄, NE¹/₄
NE¹/₄ SE¹/₄; 1909 tax \$17.88, paid 3-25-10.

Section 6, NW¹/₄ NE¹/₄ SE¹/₄; 1909 tax \$4.48, paid 3-25-10. Total \$22.36.

State of Oklahoma, Love County—ss.

Personally appeared before me the undersigned authority, one Hattie Byrd Smith, nee Love, who being first duly sworn states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Hattie Byrd Smith, nee Love.

Subscribed and sworn to before me this 18th day of September, 1915.

W. L. Richards, Court Clerk.

By Ona English, Deputy.

(Seal)

ASSIGNMENT OF CLAIM.

I, Hattie Byrd Smith, nee Love, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 18th day of September, 1915.

Hattie Byrd Smith, nee Love.

"Exhibit L-58."

C. A. Greenlees.

For his 59th cause of action herein plaintiff refers to

paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$54.36 so paid defendant on the 25th day of March, 1910, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$18.02 and the further sum of \$36.71 so paid defendant on the 26th day of June, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$9.40 and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from date in the sum of \$...., and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date, in the sum of \$.... The total sum herein demanded by plaintiff being \$91.07 principal and \$27.42 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-59 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 2 East, Section 5.

Roll S-254.

Allottee, Luther Bell Smith, Jr.; Sex M; Blood 3-64;

Age 1.

SW 10 acres, lot 2 and SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$; 1909 tax \$4.75, paid 3-25-10; 1910 tax \$6.64, paid 6-26-11.

Township 8 South, Range 3 East, Section 17, S $\frac{1}{2}$ SW $\frac{1}{4}$

SW $\frac{1}{4}$, Lots 4 and 5; 1909 tax \$30.89, paid 5-25-10; 1910 tax \$22.35, paid 6-26-11.

Section 18, S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$; 1909 tax \$18.72, paid 3-25-10; 1910 tax, \$7.72, paid 6-26-11. Total \$91.07.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Luther Bell Smith, Jr., who being first duly sworn states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demand said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom and pay

same to one C. A. Greenlees, who is trustee for affiant to receive same.

Luther Bell Smith, Jr.

By Hattie Byrd Smith, Nat. Gdn.

Subscribed and sworn to before me this 18th day of September, 1915.

W. L. Richards, Court Clerk.

By Ona English, Deputy.

(Seal)

ASSIGNMENT OF CLAIM.

I, Luther Bell Smith, Jr., by Hattie Byrd Smith, Guardian, allottee, as shown by above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and cost so collected, and shall retain all of the remainder of the sums collected and accruing which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 18th day of September, 1915.

Luther Bell Smith, Jr.

Hattie Byrd Smith.

C. A. Greenlees.

“Exhibit L-59.”

For his 60th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and

every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$74.40 so paid defendant on the 14th day of December, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$17.89, and the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date in the sum of \$.... and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from date in the sum of \$...., and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date in the sum of \$..... The total sum herein demanded by plaintiff being \$74.40 principal and \$17.89 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-60 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that the said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 6 South, Range 2 East, Sections 15 and 23.
Roll B-1246.

Mariah Cross, Sex B; Blood 1W; Age 19.

Section 222, N $\frac{1}{2}$ NW $\frac{1}{4}$; 1908 tax \$29.00, paid 12-14-11;
1909 tax \$10.77, paid 12-14-11; 1910 tax \$21.56, paid 12-14-11.

Section 15, SE $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$7.52, paid 12-14-11;
1910 tax \$5.45, paid 12-14-11. Total \$74.40.

State of Oklahoma, Love County—ss.

Personally appeared before me the undersigned authority, one Mariah Cross who being first duly sworn states that she is a citizen of the Choctaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Mariah Cross.

Subscribed and sworn to before me this 23rd day of September, 1915.

(Seal)

B. C. Newton, Notary Public.

My commission expires July 14, 1919.

ASSIGNMENT OF CLAIM.

I, Mariah Cross, allottee as shown above hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees, that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 23rd day of September, 1915.

“Exhibit L-60.”

Mariah Cross.

C. A. Greenlees.

For his 61st cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sum, to-wit:

\$16.06 so paid defendant on the 3rd day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum \$3.84 and the further sum of \$21.33 so paid defendant on the 4th day of November, 1911, with interest thereon at 6 per cent per annum from said date

in the sum of \$5.08, and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from date in the sum of \$...., and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$37.39 principal and \$8.92 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-61 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any one for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 2 East, Sections 5-6,
Roll Y-72.
Minnie Vail; Sex F; Blood 1-8; Age 1.

Section 5, Lot 3 less 3.06 A. for G. C. & S. F. R. R., SE 10 A. Lot 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ less 5.96 A. for G. C. & S. F. R. R. N. 20.35 A. of Lot 4 and SW 10 A. Lot 4 and W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; 1909 tax \$13.38, paid 11-3-11; 1910 tax \$20.09, paid 11-4-11.

Section 6, SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; 1909 tax \$2.68, paid 11-5-11; 1910 tax \$1.24, paid 11-4-11.

State of Oklahoma, Love County—ss.

Personally appeared before me the undersigned authority, one Will Vail, father of Minnie Vail, who being first duly sworn, states that Minnie Vail, a citizen of the Chickasaw Nation of the Five Civilized Tribes in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County,

Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay to one C. A. Greenlees, who is trustee for affiant to receive same.

Will Vail.

Subscribed and sworn to before me this 16th day of October, 1915.

(Seal)

F. W. Howell, Notary Public.

My commission expires January 22, 1919.

ASSIGNMENT OF CLAIM.

I, Will Vail, father of Minnie Vail, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own

name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs so collected herein, or shall return all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 16th day of October, 1915.

Will Vail.

C. A. Greenlees.

“Exhibit L-61.”

From his 62nd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$26.70 so paid defendant on the 3rd day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$6.40, and the further sum of \$15.91 so paid defendant on the 14th day of November, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$3.79, and in the further sum of \$. . . . so paid defendant on the day of with interest thereon at 6 per cent per annum from date in the sum of \$. . . ., and in the further sum of \$. . . . so paid defendant on the day of with interest thereon at 6 per cent per annum from said date in the sum of \$. . . .

The total sum herein demanded by plaintiff being \$42.61 principal and \$10.19 interest.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-62 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or any other one for him and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 8 South, Range 2 East, Section 6.
Roll C-4678.

Vergia Vail; Sex F; Blood 1-8; Age 1.

SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 1 and 2, N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$;
1909 tax \$26.70, paid 11-3-11; 1910 tax \$15.91, paid 11-4-11.
Total \$42.61.

State of Oklahoma, Love County—ss.

Personally appeared before me the undersigned authority, one Will Vail, father of Vergia Vail, who being first duly sworn states that Vergia Vail is a citizen of the Chickasaw Nation of the Five Civilized Tribes in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law, taxes, penalties and costs on said allotment, as shown by the tax rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee, being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in as-

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sessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottees, nor to any one for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Will Vail.

Subscribed and sworn to before me this 16th day of October, 1915.

My commission expires Jan. 22, 1919.

(Seal)

F. W. Howell, Notary Public.

ASSIGNMENT OF CLAIM.

I, Will Vail, father of Vergia Vail, allottee as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event

he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of the contract are hereby accepted by the said C. A. Greenlees.

Dated this 16th day of October, 1915.

Will Vail.

C. A. Greenlees.

W. L. A.

“Exhibit L-62.”

For his 63rd cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff in the following sums, to-wit:

\$52.44 so paid defendant on the 11th day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$12.66, and the further sum of \$..... so paid defendant on theday of with interest thereon at 6 per cent per annum from said date in the sum of \$..... and in the further sum of \$..... so paid defendant on the day of with interest thereon at 6 per cent per annum from date in the sum of \$..... and in the further sum of \$..... so paid defendant on the..... day of with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$52.44 principal and \$12.66 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. 163 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 7 South, Range 1 West, Section.
Roll C-1436.

Allottee, Charley Kernell, Sex M; Blood $\frac{1}{2}$; Age 31.

$S\frac{1}{2}$ $SW\frac{1}{4}$ $NE\frac{1}{4}$ $S\frac{1}{2}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$ $E\frac{1}{2}$ $SE\frac{1}{4}$ $SW\frac{1}{4}$ $S\frac{1}{2}$
 $SW\frac{1}{4}$ $SE\frac{1}{4}$ $W\frac{1}{2}$ $SE\frac{1}{4}$ $SE\frac{1}{4}$; 1908 tax \$21.23, paid 11-11-11;
1909 tax \$17.28, paid 11-11-11; 1910 tax \$13.93, paid 11-11-11.
Total \$52.44.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Charley Kernell, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Charley Kernell.

Subscribed and sworn to before me this 19th day of Oct. 1915.

W. L. Richards,

Court Clerk.

By Ona English, Deputy.

(Seal)

ASSIGNMENT OF CLAIM.

I, Charley Kernell, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 19th day of Oct. 1915.

Charley Kernell,

C. A. Greenlees,

W. L. A.

"Exhibit L-63."

For the 64th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$128.80 so paid defendant on the 9th day of December, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$29.67, and the further sum of \$66.34, so paid defendant on the 30th day of December, 1911, with interest thereon at 6 per cent per annum from said date in the sum of \$15.18, and in the further sum of \$..... so paid defendant on the.... day of with interest thereon at 6 per cent per annum from date in the sum of....., and in the further sum of \$..... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$195.14 principal and \$44.85 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-64 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 9 South, Range 1 East, Section 25.
Roll C-4944.

Allottee, Stella Reagan; Sex F; Blood 1-16; Age 16.

SW $\frac{1}{2}$ NW $\frac{1}{4}$, less 6.18 A. for G., C. & S. F. R. R. Co.,
NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$,
NW $\frac{1}{4}$ SW $\frac{1}{4}$, less 3.09 A. for G., C. & S. F. R. R. Co.,

SW $\frac{1}{4}$ SW $\frac{1}{4}$ Less 3.92 A. for G. C. & S. F. R. R.
N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$; 1909 tax \$91.18, paid 12-9-11; 1910 tax
\$37.62, paid 12-9-11; 1911 tax \$66.34, paid 12-30-11. Total
\$195.14.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Stella Reagan, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering for sale said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to

pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Stella Reagan.

Subscribed and sworn to before me his 28th day of Sept. 1915.

John D. Lankford,
Notary Public.

(Seal)

My commission expires Jan. 9, 1919.

ASSIGNMENT OF CLAIM.

I, Stella Reagan, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expenses incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 28th day of Sept. 1915.

Stella Reagan.

“Exhibit L-64.”

C. A. Greenlees.

For his 65th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and

every part of the same as a part of this cause of action as though set forth herein at length; and without this alleges and states that the defendant is indebted to plaintiff who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$54.37 so paid defendant on the 30th day of December, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$12.42 and the further sum of \$. so paid defendant on the day of with interest thereon at 6 per cent per annum from said date in the sum of \$. and in the further sum of \$. so paid defendant on the day of with interest thereon at 6 per cent per annum from date in the sum of and in further sum of \$. so paid defendant on the day of with interest thereon at 6 per cent per annum from said date in the sum of \$. The total sum herein demanded by plaintiff being \$54.37 principal and \$12.42 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-65 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 9 South, Range 1 East, Section 25-35.
Roll S-55.

Allottee, Waunete Reagan, Sex F; Blood 1-33; Age. 3.

Section 25, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, 1909 tax \$3.10, paid 12-30-11; 1910 tax \$3.84, paid 12-30-11; 1911 tax \$3.26, paid 12-30-11. Section 25, Lot 1 & Lot 3, less .85 A. for G. C. & S. F. R. R. Co., 1909 tax \$20.16, paid 12-20-11; 1910 tax \$8.87, paid 12-30-11; 1911 tax \$15.14, paid 12-30-11. Total \$54.37.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Walker Reagan, father and next friend, of Wau-neta Reagan, who being first duly sworn, states that Wau-neta Reagan, a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said tribes referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid, the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax, and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Walter Reagan.

Subscribed and sworn to before me this 28th day of September, 1915.

(Seal) John D. Lankford,
Notary Public.
My commission expires Jan. 9th, 1919.

ASSIGNMENT OF CLAIM.

I, Walker Reagan, father and next friend, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected, and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 28th day of Sept., 1915.

“Exhibit L-65.”

Walker Reagan.
C. A. Greenlees.

For his 66th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length, and without this alleges and states that the defendant is indebted to plaintiff who

is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$179.41 so paid defendant on the 6th day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$43.24, and the further sum of \$..... so paid defendant on theday of, with interest thereon at 6 per cent per annum from said date in the sum of \$.... and in the further sum of \$..... so paid defendant on the day of, with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff, being \$179.41 principal and \$45.24 interest thereon.

By reference, plaintiff pleads all the matters alleged and set forth in Exhibit No. L-66 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 9 South, Range 1 East, Section 22-26.
Roll C-1474.

Allottee, Eugene Stewart, Sex M; Blood $\frac{1}{4}$; Age 17.

Section 22, Lots 3, 4, 5, Section 26, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ East 15.55 A of Lot 2, SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, 1909 tax \$123.98, paid 11-6-11; 1910 tax \$54.43, paid 11-6-11. Total \$179.41.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Eugene Stewart, who being first duly sworn, states that he is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribes referred to and

made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties, and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and acts of the authorities of the State of Oklahoma, and the unlawful and unauthorized acts and threats of the assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love County, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Eugene Stewart.

Subscribed and sworn to before me this 5th day of Oct. 1915.

(Seal)

W. J. Gray,
Notary Public.

My commission expires Jan. 20th 1919.

ASSIGNMENT OF CLAIM.

I, Eugene Stewart, allottee, as shown above, hereby assign and transfer the above demand and chose in action

due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty and costs collected herein, or that proportion of the tax, penalty and costs so collected and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

This contract shall be void within six months from date hereof, unless legal proceedings be instituted thereon within that period. The terms of this contract are hereby accepted by the said C. A. Greenlees.

Dated this 5th day of Oct. 1915.

Eugene Stewart,

C. A. Greenlees,

“Exhibit L-66.”

W. L. A.

For his 67th cause of action herein plaintiff refers to paragraphs one, two and three hereof, and pleads each and every part of the same as a part of this cause of action as though set forth herein at length and without this alleges and states that the defendant is indebted to plaintiff, who is the owner of this claim, as for money had and received, and which demand defendant heretofore promised to repay plaintiff, in the following sums, to-wit:

\$71.70 so paid defendant on the 1st day of November, 1911, with interest thereon from said date at 6 per cent per annum until paid, being the sum of \$17.18 and the further sum of of \$.... so paid defendant on the.... day of, with interest thereon at 6 per cent per annum

from said date in the sum of \$.... and in the further sum of \$.... so paid defendant on the day of, with interest thereon at 6 per cent per annum from date in the sum of \$.... and in the further sum of \$.... so paid defendant on the day of with interest thereon at 6 per cent per annum from said date, in the sum of \$..... The total sum herein demanded by plaintiff being \$7170 principal and \$17.18 interest thereon.

By reference, plaintiff pleads all the matter alleged and set forth in Exhibit No. L-67 hereto attached, filed herewith and made a part hereof as though set forth herein at length, together with the verifications of said claim and the assignment thereof to plaintiff. Plaintiff further alleges that no part of said claim has been paid him or anyone for him, and that said demand is just, true, due and wholly unpaid.

AFFIDAVIT FOR REFUND OF ERRONEOUS TAX.

Township 9 South, Range 1 East, Section 23.

Roll C-1473.

Allottee, Mary Francis Stewart, Sex F; Blood $\frac{1}{2}$;
Age 53.

SE $\frac{1}{4}$, 1909 tax \$43.03, paid 11-1-11; 1910 tax \$28.77,
paid 11-1-11. Total \$71.70.

State of Oklahoma, Love County, ss.

Personally appeared before me the undersigned authority, one Mary Francis Stewart, who being first duly sworn, states that she is a citizen of the Chickasaw Nation of the Five Civilized Tribes, in fact, and as shown by the above copy of the Roll of Citizenship of said Tribe referred to and made a part of this affidavit, and who paid under a mistake of law and fact, taxes, penalties and costs on said allotment, as shown by the Tax Rolls of Love County, Oklahoma, a true copy and description as to said allotment being set forth hereinbefore, and now made a part of this affidavit, said allotment being owned by the allottee at the time said assessments are shown, and paid the respective sums so paid by the allottee being paid under duress and fear engendered in him by reason of the unlawful and unauthorized threats and act of the authorities of the State of Ok-

lahoma, and the unlawful and unauthorized acts and threats of the Assessors and the County Treasurer of Love County, Oklahoma, in assessing, levying, extending, charging and demanding said tax and in threatening to sell, in advertising for sale and offering to sell said lands and in selling like Indian lands for failure to pay said tax, penalty and costs, and said allottee believing because of said enumerated acts and threats that said allotment would be sold for the non-payment of said tax did pay the tax, penalty and costs so assessed. That said payment was without authority of law, and that said lands were, in fact, non-taxable for said years, and that the sums so collected have not been returned to allottee, nor to anyone for him.

Wherefore, affiant prays the Honorable Board of County Commissioners of Love Count, Oklahoma, to refund said tax and all his legal demand arising therefrom, and to pay same to one C. A. Greenlees, who is trustee for affiant to receive same.

Mary Francis Stewart.

Subscribed and sworn to before me this 6th day of Oct. 1915.

W. J. Gray,
Notary Public.

(Seal)

My commission expires Jan. 20th 1919.

ASSIGNMENT OF CLAIM.

I, Mary Francis Stewart, allottee, as shown above, hereby assign and transfer the above demand and chose in action due claimant from Love County, Oklahoma, to C. A. Greenlees, who is hereby holder of the legal title to same, and is hereby designated trustee for said claim, and authorized to sue and collect said demand in his own name. The consideration of this transfer is the agreement hereby made by the said C. A. Greenlees that he will employ the necessary counsel and incur the expense incident to such suits, proceedings and appeals as shall be necessary to recover said demand. In event of recovery herein said C. A. Greenlees shall first pay claimant 50 per cent of the tax, penalty

and costs collected herein or that proportion of the tax, penalty and costs so collected and shall retain all of the remainder of the sums collected and accruing, which shall be his compensation for his services and expenditures herein. In event he recovers nothing, he shall receive nothing from claimant.

Dated this 6th day of October, 1915.

Mary Francis Stewart.

C. A. Greenlees.

“Exhibit L-67.”

W. L. A.

State of Oklahoma, Love County—ss.

W. L. Alexander, being first duly sworn, states on oath that he has examined the tax rolls of Love County, Oklahoma, for the years 1908-1909-1910-1911-1912, and has examined the enrollment records of Choctaw and Chickasaw citizens, on file in the office of the County Clerk of said county, showing roll number, degree of blood, age, name of the respective allottees thereon and description of their lands within Love County, and is familiar with said records. That he has compared the within claim with the respective items listed and set forth therein from Number L-1 to L-67, with the said Citizenship Roll and Tax Roll, and knows the contents and items of each claim, and that said claim and said enumerated items thereon are true, complete and correct copies of said rolls as shown, and that the sums therein set forth are the true sums paid as taxes to said County at the time and in amounts therein set forth, and that said sums total shown therein is just, true, due and unpaid claimants or anyone for them.

W. L. Alexander.

Subscribed and sworn to before me this 25th day of October, 1915.

(Seal)

J. I. Pittman, County Clerk,

Love County, Oklahoma.

Said claim is indorsed on the back as follows:

Coleman J. Ward et al. vs. Board of County Commissioners, Love County, Oklahoma,

State of Oklahoma, Love County, Claim Number 450.
Filed October 25, 1915. Jno. I. Pittman, County Clerk,
Love County, Oklahoma.

Afterwards, to-wit, said claim was acted on as follows:
The within claim for \$10,164.24 after due hearing and
careful consideration by the Board on motion made and
duly seconded, which motion prevailed, was disallowed, this
November 3rd, 1915.

E. G. McKinney, Chairman.

Attest:

Jno. I. Pittman, County Clerk.

The following endorsement also appears on the back
of said claim:

Filed in the District Court Nov. 6, 1915. W. L. Rich-
ards, Court Clerk.

And afterwards, to-wit, on the 4th day of November,
1915, the claimant herein filed with the County Clerk of
Love County, Oklahoma, the following appeal bond:

Before the Board of County Commissioners of Love
County, Oklahoma.

Coleman J. Ward et al., by C. A. Greenlees, Trustee,
Claimants, vs. The Board of County Commissioners of Love
County, Oklahoma.

APPEAL BOND.

Whereas, on the 3rd day of November, 1915, the Board
of County Commissioners of Love County, Oklahoma, on a
day of the regular November, 1915, session of said Board,
rejected and disallowed claim number 450, 1915 series, for
\$10,164.24, filed by C. A. Greenlees, Trustee, Claimant, and
filed on October 25th, 1915, in the office of the County Clerk
of said County, and whereas, said claimants are aggrieved
by the action of the said Board in rejecting said claim, and
desire to appeal therefrom, now therefore the said C. A.
Greenlees, as principal, and W. L. Alexander and G. E.

Sipes, sureties, are held and firmly bound to Love County, Oklahoma, in the penal sum of \$100.00, conditioned that appellants will prosecute this appeal to the District Court of Love County without delay, and will pay all costs that may be adjudged against claimants in the District Court in said cause.

Dated at Marietta, Love County, Oklahoma, this 4th day of November, 1915.

C. A. Greenlees, Trustee, Principal.

W. L. Alexander.

G. E. Sipe.

State of Oklahoma, Love County.

The within bond approved by me this 4th day of November, 1915.

(Seal)

Jno. I. Pittman, County Clerk.

Filed Nov. 4, 1915. Jno. I. Pittman, County Clerk.

Endorsed: Filed in the District Court Nov. 6, 1915. W. L. Richards, Court Clerk.

Afterward, to-wit, on the 3rd day of December, 1915, the County Attorney, for and on behalf of the defendant, filed herein his demurrer, which demurrer is in words and figures as follows, to-wit:

In the District Court in and for Love County, State of Oklahoma. Hon. W. F. Freeman, Judge.

Coleman J. Ward, in his own behalf, and for and in behalf of sixty-six other persons similarly situated, by C. A. Greenlees, Trustee, plaintiffs, vs. The Board of County Commissioners of Love County, Oklahoma, defendants.

DEMURRER.

Now come E. G. McKinney, W. A. Gatlin and J. A. Fleming, constituting the Board of County Commissioners of Love County, Oklahoma, defendants herein, and demur and except to the petition of plaintiffs herein and say that the same does not state facts sufficient and is insufficient

in law to constitute a cause of action against these defendants, nor to entitle plaintiffs to the relief sought.

For special demurrer herein these defendants say that said petition of plaintiffs herein is insufficient in law to constitute a cause of action against these defendants for the reason that it appears from the face of said petition that each and every cause of action therein alleged and set forth is barred by the statute of limitation of this State.

Further specially demurring and excepting to the petition of plaintiffs herein these defendants say that the same does not state facts sufficient and is insufficient in law to constitute a cause of action against these defendants for the reason that it appears from said petition that this action is founded upon a tort and that the legal title in this action is vested in C. A. Greenlees as assignee of the other plaintiffs named therein, whereas a chose in action not arising from contract is non-assignable under the law.

Of all which defendants pray judgment of the Court.

B. C. Logsdon, Defendants' Attorney.

Endorsed on back as follows:

Filed in District Court Dec. 3, 1915. W. L. Richards,
Court Clerk.

And thereafter, to-wit, on the 3rd day of December, 1915, the Court entered the following judgment:

In the District Court of Love County, State of Oklahoma.

Coleman, J. Ward, in his own behalf, and for and in behalf of sixty-six other persons similarly situated, by C. A. Greenlees, claimant, vs. The Board of County Commissioners of Love County, Oklahoma. No. 630.

JOURNAL ENTRY.

Now on this 3rd day of December, 1915, comes on the within cause upon the demurrer of the defendants, the claimants are present in person, and by their attorney, J. E. Bennett. The Board of County Commissioners of Love

County, and the County Attorney of Love County are present for and in behalf of Love County, and now the County Attorney of Love County presents his demurrer herein. And now J. E. Bennett, for said claimants, answers on said demurrer, for and in behalf of their trustee, and for and in behalf of each of said claimants, and now after due argument of counsel, and after due consideration of said cause, and after being duly advised the Court finds the issues of law on said demurrer to be with the claimants, and does order and adjudge that said demurrer be, and the same is by the Court denied and overruled, to which ruling the defendant duly excepted.

Now the County Attorney for Love County, Oklahoma, refuses to plead further in said cause, and now the claimants herein, by their attorney, J. E. Bennett, demands judgment for said claimants in the sum of \$10,164.24, and now the County Attorney having refused to plead further the Court enters judgment in favor of the claimants in this cause in the aforesaid sum, together with interest thereon from November 4, 1915, at 6 per cent per annum, and for all costs herein.

W. F. Freeman, District Judge.

Afterwards, to-wit, on the 3rd day of December, 1916, the same being immediately after the rendition of the judgment herein, the defendant filed herein its motion for new trial, which motion is in words and figures following, to-wit:

In the District Court of Love County, State of Oklahoma. Hon. W. F. Freeman, Judge.

Coleman J. Ward et al, plaintiffs, vs. The Board of County Commissioners of Love County, defendants.

Now come the defendants, The Board of County Commissioners of Love County, and move the Court to vacate and set aside the judgment rendered herein and to grant defendants a new trial for the following reasons, to-wit:

First. Because the Court erred in overruling the demurrer of defendants herein.

Second. Because the Court erred in rendering judgment for plaintiffs.

Third. Because the judgment rendered herein is contrary to law.

Of all which defendants pray judgment of the Court.

B. C. Logsdon, Defendants' Attorney.

Endorsed: Filed Dec. 3, 1915. W. L. Richards, Court Clerk. No. 630.

In the District Court in and for Love County, State of Oklahoma.

Coleman J. Ward et al. by C. A. Greenlees, trustee, plaintiffs, vs. Board of County Commissioners of Love County, Oklahoma, defendants. No. 630.

ORDER GRANTING TIME IN WHICH TO MAKE, SERVE AND FILE
CASE MADE HEREIN.

On this the 3rd day of December, 1915, came on to be heard defendants' motion for a new trial herein, and the Court after hearing same and being well and sufficiently advised in the premises overrules said motion, to which the defendants excepted, and prayed an appeal to the Supreme Court, and asked for time in which it prepare, serve and file case-made herein, and the Court having heard same:

It is therefore ordered by the Court that the defendant be granted ninety days from this date in which to prepare, serve and file case-made; that the defendants be allowed ten days to suggest amendments, thereafter, and case-made to be settled upon five days' notice thereafter.

W. F. Freeman, District Judge.

Afterwards, to-wit, on the 21st day of February, 1916, the Court entered the following order:

In the District Court in and for Love County, Oklahoma.

Coleman J. Ward et al., plaintiffs, vs. Board of County Commissioners of Love County, Oklahoma, defendants.

On this the 21st day of February, 1916, came on to be heard the application of the defendant herein for an extension of time in which to make and serve case-made herein, and for good cause shown the time for making and serving case-made in the above entitled cause is hereby extended thirty days.

W. F. Freeman, District Judge.

Endorsed on back as follows:

Filed in District Court Feb, 23, 1916. W. L. Richards, Court Clerk.

Recorded Journal No. 2, at page 588.

Thereafter, to-wit, on the 30th day of March, A. D. 1916, the Court entered the following order, extending the time to make and serve case-made; which order is in the following figures and words:

In the District Court in and for Love County, Oklahoma.

Coleman J. Ward et al., plaintiffs, vs. Board of County Commissioners of Love County, Oklahoma, defendants. No. 630.

On this the 30th day of March, 1916, came on to be heard the application of the defendant herein for an extension of time in which to make and serve case-made herein, and for good cause shown the time for making and serving case-made in the above entitled cause is hereby extended thirty days.

W. F. Freeman, District Judge.

Endorsed on back as follows: Filed in District Court March 30, 1916. W. L. Richards, Court Clerk.

The above and foregoing contains and sets out fully and correctly all the pleadings filed in said cause; all mo-

tions filed or made, and all rulings and orders made thereon, and all exceptions taken by the defendants to such rulings and orders; the judgment of the Court and the exceptions of the defendant thereto, and the same is a true and correct statement, and a complete transcript of all the pleadings, motions, findings, judgment, and all proceedings had in said cause.

TENDER, SERVICE AND ACCEPTANCE.

In the District Court of Love County, State of Oklahoma.
homa.

Coleman J. Ward, in his own behalf, and for and in behalf of sixty-six other persons, similarly situated, by C. A. Greenlees, trustee, claimants, vs. The Board of County Commissioners of Love County, Oklahoma, defendant.

To Hon. J. E. Bennett, Attorney for Claimants:

The above and foregoing transcript of the record is hereby tendered to and served upon you as a true and correct transcript in the above entitled cause, and as a true and correct statement and complete transcript of all the pleadings, motions, orders, findings, judgment and all pleadings had in the above entitled cause.

B. C. Logsdon, County Attorney for Defendant.

ACKNOWLEDGMENT OF SERVICE.

I hereby acknowledge and accept due, legal and timely service of the above and foregoing transcript of the record, in the above entitled cause, this the 28th day of April, A. D. 1916.

J. E. Bennett, Attorney for Plaintiff.

In the District Court in and for Love County, Oklahoma.

Coleman J. Ward, in his own behalf, and for and in behalf of sixty-six other persons, similarly situated, by C. A. Greenlees, claimants, vs. The Board of County Commissioners of Love County, Oklahoma, defendants. No. 630.

WAIVER OF AMENDMENTS TO TRANSCRIPT OF RECORD AND CON-
SENTING THAT SAME MAY BE SETTLED WITHOUT
FURTHER NOTICE.

Comes now the plaintiffs, claimants herein by their Attorney, J. E. Bennett, and waive suggestion of amendments to the within transcript of the records served on me in said matter on the 28th day of April, 1916; and waives further notice of the signing, certifying and settling of said record and agrees that same may be certified, signed and settled without further notice to me or to said claimants.

J. E. Bennett, Attorney for Claimants.

CERTIFICATE OF COURT CLERK.

State of Oklahoma, County of Love.

I, W. L. Richards, Court Clerk, in and for the County and State aforesaid do hereby certify that the foregoing is a true, full and complete transcript of all the proceedings and records in said cause, as the same appears on file and of record in my office, and that the same is true, correct, full and complete, and I hereby so certify.

Witness my hand and seal this 13th day of May, A. D. 1916.

(Seal)

W. L. Richards,
Court Clerk, Love County, Oklahoma.

CERTIFICATE OF TRIAL JUDGE.

In the District Court in and for Love County, State of Oklahoma.

Coleman J. Ward, in his own behalf, and for and in behalf of sixty-six other persons, similarly situated, by C. A. Greenlees, trustee, claimants, vs. The Board of County Commissioners of Love County, Oklahoma, defendants. No. 630.

I, the undersigned, Judge of the Eighth Judicial District of the State of Oklahoma, hereby certify that the foregoing transcript of the record herein, have been duly served, and within due and proper time, and that notice of the time and place of presenting and settling same has been duly

given to the parties, and the defendant appeared by its attorney, B. C. Logsdon, County Attorney, and the plaintiff by their attorney, Mr. J. E. Bennett, and having filed herein his waiver of suggestions of amendments hereto, of notice of presentation of same, for signing and settlement, and his consent that the same be signed and settled as a true and correct transcript of the record in said cause.

I further certify that the above and foregoing, as set forth, is true and correct and contains a true and correct statement of all the pleadings, motions, orders, findings, proceedings and judgments had in said cause, and I hereby forth, is true and correct and contains a true and correct and hereby order that the Court Clerk attest the same with the seal of the Court and file the same of record.

Witness my hand at Ardmore, in Carter County, State of Oklahoma, this 13th day of May, A. D. 1916.

(Seal) W. F. Freeman, District Judge.

Attest: W. L. Richards, Court Clerk, Love County, Oklahoma.

Endorsed: Filed in District Court, May 13, 1916. W. L. Richards, Court Clerk, Love County, Oklahoma.

Thereafter, and on June 11, 1918, the following proceedings were had, to-wit:

"Supreme Court, June term, 1918, June 11th, 1918. First judicial day.

No. 8356. Board of County Commissioners, etc., vs. C. J. Ward, et al.

And now this cause comes on for final decision and determination by the Court upon the record and briefs filed therein.

And the Court having considered the same finds that the judgment of the lower court in the above cause should be reversed.

It is therefore ordered and adjudged by the Court that

the judgment of the lower court in the above cause be, and the same is hereby reversed. Opinion by Hardy, J. All the Justices concur.

In the Supreme Court of the State of Oklahoma.

The Board of County Commissioners of Love County, Oklahoma, plaintiffs in error, vs. Coleman J. Ward et al. and C. A. Greenlees, trustee, defendants in error. No. 8356.
(Filed June 11, 1918. William M. Franklin, Clerk.)

SYLLABUS.

I.

In the absence of a statute imposing liability therefor a county is not liable for taxes wrongfully collected by a County Treasurer and by him paid over to the state or a municipal subdivision of the State other than the County against which liability is sought to be imposed.

II.

Where certain citizens of the Choctaw and Chickasaw Nations paid certain taxes assessed against their respective allotments, which were non-taxable, in order to avoid a threatened sale of their lands and in order to avoid the imposition of penalties thereon for failure to pay said taxes and where at the time of said payment there was pending litigation seeking to enjoin the collection of said taxes, and where at the time said parties were fully informed as to the law which made said taxes illegal and there was no immediate necessity for the payment of said taxes to prevent a seizure of the person or property of said persons, Held: that said payment was voluntary, and in the absence of statutory authority therefor cannot be recovered back.

Error from the District Court of Love County. W. F. Freeman, Trial Judge.

T. B. Wilkins, County Attorney of Love County, attorney for plaintiffs in error.

J. E. Bennett, attorney for defendants in error.

Opinion of the Court by Hardy, J.: This proceeding was commenced by defendants in error filing with the Board of County Commissioners of Love County a claim for refund of taxes alleged to have been erroneously paid to the County Treasurer of Love County. The claim was disallowed by the Board of County Commissioners and claimants appealed to the District Court where demurrer to the petition was overruled and judgment rendered in claimants' favor from which judgment this appeal is prosecuted.

Plaintiff in error contends that the Board of County Commissioners were without jurisdiction and authority to entertain or file a claim and order a refund of said taxes and that the District Court acquired no such jurisdiction upon appeal.

Section 14, Chapter 152, Session Laws 1911, undertook to confer upon the Boards of County Commissioners of the entertain or file a claim and order a refund of said taxes which had been erroneously assessed against property and paid. This section, in so far as it undertook to confer such power upon the Board of County Commissioners was held to be unconstitutional in *Johnson v. Grady County*, 150 Pac. 497, which holding has been adhered to in the following cases:

Atoka Co. v. Oklahoma State Bank, 161 Pac. 1087. *In Re Hickman* 162 Pac. 177. *Smith v. Board of Com'rs. Garvin Co.*, 162 Pac. 463. *In re Assessment First National Bank*, 166 Pac. 883.

Defendants in error say, however, that sections 1 and 2 of chapter 186 Session Laws, 1913, page 416, confers authority upon the Board of County Commissioners to allow and order paid the demands which form the basis of this litigation. These sections were not called to the attention of the Court nor considered in any of the decisions cited. Assuming that the contention of the defendants in error is correct the judgment of the District Court must be reversed for two reasons. First: When section 14 of chapter 152, Laws 1910-11,

was held to be invalid there existed no statute making the County liable for the full amount of taxes collected by the County Treasurer. When taxes are collected the County Treasurer makes settlement with the state and the various municipalities thereof, paying to each that portion of the taxes properly belonging to it and does not pay into the County Treasury any of the taxes collected by him except that portion which is properly payable to the County. The petition does not separate the taxes so as to show what portion was paid to the State and to the various municipalities respectively. While the petition alleges that Love County caused the County Treasurer to collect such taxes and seeks to hold the County for the full amounts paid by claimants there is no warrant in law for saying that the County should refund taxes which were not paid over to it.

There is another reason why claimants cannot recover because these taxes were voluntarily paid and were not paid under duress, coercion or compulsion such as would authorize their recovery back. It is alleged that claimants were citizens of the Choctaw and Chickasaw Nations of Indians and as such citizens had received allotments of the lands of such nations, which lands were non-taxable while the title thereto remained in the original allottee, but that notwithstanding the fact that said lands were non-taxable and in violation of the laws relating thereto said lands were assessed for taxation and taxes levied against them by the officers of Love County for the years 1908, 1909, 1910 and 1911 and for succeeding years. That upon said lands being assessed for taxation certain citizens of the Choctaw and Chickasaw Nations commenced an action in the Superior Court of Logan County to enjoin and restrain the tax officials from assessing their lands for taxation and from enforcing the collection of taxes levied thereon; that said litigation was finally prosecuted to a successful termination in favor of said citizens; *Choats v Trapp* 224 U. S. 665; that various other actions and proceedings were commenced in different courts to enjoin and restrain the collection of said taxes but that notwithstanding the pendency of said litigation Love County, through its officers in each of said

years did require claimants to pay to the Treasurer of said County the taxes levied upon their respective allotments and contended and threatened that if same were not paid the lands of claimants would be sold for non-payment thereof, and claimants fearing that said lands would be sold, and fearing that said lands were taxable, paid said taxes under protest to the County Treasurer of Love County and that said County Treasurer at the time well knew that said actions were still pending and undetermined in the State and Federal Courts wherein they sought to enjoin the collection of said taxes. It is further alleged that said taxes were paid for the purpose of preventing a heavy penalty provided by the laws of this State being imposed against claimants for non-payment thereof and that said taxes were paid in order to protect themselves from great loss and damage in the event such action which was pending to restrain the collection thereof was decided against them. These allegations contain in substance all of the material facts with reference to the manner of the collection and payment of taxes a refund of which is claimed herein.

In *Johnson v. Grady County, supra*, the action was to recover certain taxes paid to Grady County on lands allotted to a citizen of one of the Five Civilized Tribes. The payment in that case was held to be voluntary. Upon rehearing it was said:

“As to the second ground raised by plaintiff, relative to the recovery of taxes voluntarily paid, we note the distinction attempted to be drawn between an erroneous tax and an illegal tax; but we see no reason why we should recede from our former holding on this question, as our courts have spoken fully on that particular point and held against plaintiff's contention. See original opinion for authorities. The tax sought to be recovered in this case was paid upon land. It is difficult to see how a person could plead coercion or duress in the payment of such a tax. A tax upon personal property, or a franchise, might be coerced, but it appears impossible that such a contingency could arise in a land case,

and most assuredly no duress, coercion or even protest has been shown in this case."

In *Philips v. Board of Com'rs, Jefferson Co.*, 5 Kans. 247, money was paid to the County Treasurer to redeem tax sale certificates of lands sold for taxes which were Indian lands and not liable to assessment and taxation, and at the time the money was paid over the owner of the land denied the legality of the tax on the ground that the lands were not taxable and paid the money to prevent tax deeds which were then due from being made for said lands and under these circumstances it was held that the payment was voluntary and could not be recovered back. This holding was approved by the Supreme Court of the United States in *Lamborn v. Dickinson County Commissioners*, 97 U. S. 181, 24 L. Ed. 926, where, after referring to the case of *Phillips v. Jefferson County* and declaring its intention to follow that rule the Court referred to the fact that it had been held in other states (though perhaps not directly adjudged) that the payment of illegal taxes on land to avoid or remove a cloud upon the title arising from a tax sale was a compulsory payment and distinguished the case of *Stevens v. Daniels*, 27 Ohio St. 527 by calling attention to the fact that in that case plaintiff relied upon the provision of a local statute and that a legal tax was combined with an illegal assessment and that the sale would perhaps have conferred a valid title upon the purchaser. The Court further said:

"Where such would be the effect of a tax sale, we cannot doubt that a payment of the tax, made to prevent it, should be regarded as compulsory and not voluntary. The threatened divestiture of a man's title to land is certainly as stringent a duress as the threatened seizure of his goods; and if imminent, and he has no other adequate remedy to prevent it, justice requires that he should be permitted to pay the tax, and test its legality by an action to recover back the money, but as, in general, an illegal tax cannot furnish the basis of a legal sale, the case supposed cannot often arise. If the legality of the tax is merely doubtful, and the validity of

the sale would depend on its legality, according to the law of Kansas, the party, if he chooses to waive the other remedies given him by law to test the validity of the tax, must take his risk either voluntarily to pay the tax and thus avoid the question, or to let his land be sold, at the hazard of losing it if the tax should be sustained. Having a knowledge of all the facts, it is held that he must be presumed to know the law, and in the absence of any fraud or better knowledge on the part of the officer receiving payment, he cannot recover back money paid under such mistake."

The question was again considered by the Supreme Court in the case of *Union Pacific Railroad Co. v. Dodge County Commissioners*, 98 U. S. 541, 25 L. Ed. 196, where, after quoting from the case of *Wabaunsee County v. Walker*, 8 Kans. 431, the following language was used:

"Where a party pays an illegal demand with a full knowledge of all the facts which render such demand illegal, without an immediate and urgent necessity therefor, or unless to release his person or property from detention, or to prevent an immediate seizure of his person or property such payment must be deemed voluntary and cannot be recovered back. And the fact that the party at the time of making the payment files a written protest does not make the payment involuntary."

The Court expressed its approval of the rule stated thus:

"This, as we understand it, is a correct statement of the rule of the common law. There are, no doubt, cases to be found in which the language of the court, if separated from the facts of the particular case under consideration, would seem to imply that a protest alone was sufficient to show that the payment was not voluntary; but on examination it will be found that the protest was used to give effect to the other attending circumstances."

And after reviewing a number of decisions the Court put the question tersely thus:

“The real question in this case is, whether there was such an immediate and urgent necessity for the payment of the taxes in controversy as to imply that it was made upon compulsion.”

Attention was then called to the fact that though the Treasurer had a warrant in his hand no demand had been made for the payment of the taxes nor seizure of the property had occurred, and the Court quoted with approval the language of Chief Justice Shaw in *Preston v. Boston*, 12 Pick. 14:

When, therefore, a party not liable to taxation is called upon peremptorily to pay upon such a warrant, and he can save himself and his property in no other way than by paying the illegal demand, he may give notice that he so pays it by duress and not voluntarily, and by showing that he is not liable, recover it back as money had and received.

The petition herein contains no allegation that the County Treasurer held a warrant in his hands for the collection of any taxes owed by claimants nor that any property owned by them was about to be seized to enforce collection thereof. Indeed in the sale of land for taxes no warrant is issued nor is the land seized but the County Treasurer simply advertises the land and sells same according to the provisions of Chap. 72, Art. 9, Rev. L. Okla, 1910.

The allegations make it plain that the taxes were paid before the termination of the litigation which sought to enjoin the collection thereof and that the motive which impelled plaintiffs to pay same was the fear that their contention that the lands were non-taxable might be decided adversely to them and if not paid, added penalties would be imposed for non-payment; and while it is alleged that the County Treasurer had threatened to sell said land, yet a sale thereof under an illegal tax would not have divested claimant's title and the purchaser at the tax sale would be compelled to re-

sort to an action for possession and claimants would have successfully defended against such action by showing the illegality of the tax which formed the basis of the sale. Claimants were familiar with all the provisions of the laws and treaties which exempted their lands from taxation and the sole contention between them and the taxing officers was whether under the law said lands were subject to taxation. In determining whether taxes have been paid voluntarily or under compulsion it is not enough to say that they have been paid unwillingly and only as a choice between evils, and when it is sought to recover back a payment as having been made under compulsion it is generally necessary to show that payment was made to relieve either person or property from the power of the officers, or to prevent a seizure of the person or property unless this rule has been changed by statute, and such was not the situation of claimants.

2 Cooley Taxation (3rd Ed.) 1501.

For the reasons given the judgment is reversed. All the Justices concur.

Thereafter defendants filed their petition for a rehearing, in words and figures as follows:

In the Supreme Court of the State of Oklahoma.

Board of County Commissioners of Love County, Oklahoma, plaintiff in error, vs. Coleman J. Ward et al., defendants in error. No. 8356.

Filed June 25, 1918. William M. Franklin, Clerk.

PETITION FOR REHEARING.

The defendants in error show to the Court that on June 11, 1918, a decree and judgment was rendered herein by this Court, reversing the trial court and its judgment heretofore rendered in their favor; and further that the effect of such decree and judgment of this court makes a final disposition of

the cause adverse to these defendants in error, and in denial of vested rights secured under treaties between the United States and Indian citizens which are protected by the Constitution of the United States and Acts of Congress, and approved and enforced by the Supreme Court thereof.

The said judgment and decree herein is contrary to the law as enunciated by *A. T. & S. F. Ry. Co. v. O'Connor*, 223 U. S. 280 (which decision was not heretofore called to this Court's attention). And it is evident that such judgment and decree is based upon cases which have been repudiated, overruled and become obsolete, as hereafter shown, and such judgment and decree being in denial of valuable vested rights of the Indian citizens, the defendants for the reasons set out herein, ask that a rehearing be granted by this court, and said judgment and decree be set aside to the end that just and proper recognition and enforcement of such rights may be had.

That there are two propositions upon which the decree and judgment is based as shown in the opinion of Mr. Justice Hardy:

(1) The county could not be liable for the entire amount paid to it by the Indian citizens for the reason, as expressed, that the county also collects tax money for its subdivisions, townships and school districts, as well as for the state.

(2) That the money was voluntarily paid by the Indian citizens to the county, therefore cannot now be recovered back.

The first proposition, that the trial court must be reversed because the county is not liable for money collected which belongs to township, school, school district and state, is based upon an *assumption* that is not borne out by the facts in the record.

The allegations of the petition were all admitted by the county to be true and nowhere do we find that the admitted facts show that any of this money so obtained was for the

use and benefit of any other than the county. The petition plainly states (page 4 of record) that the demand was that the Indian citizens "*pay to said county as taxes, said sums*" (page 9 of record), that "*Love County through its said officers in each of said years did require of the said Choctaw and Chickasaw citizens to pay the Treasurer of said County of Love, etc.; on page 11 of record that 'Love County has obtained from claimants without authority of law the sums of money set out.'*" There are no allegations which can be construed to negative the fact *that all the money* which is claimed here was had, obtained and used for the sole and exclusive use of Love County.

Defendants in error feel that the Court overlooked these agreed facts and based the judgment and decree as to this particular proposition inadvertently upon the *wrong assumption* that other money than that had for and by Love County was contained in the amounts set out.

In the second proposition, that the money was voluntarily paid by the Indian citizens and therefore cannot be recovered back, the court overlooked the fact that the decisions cited in the opinion and relied upon to sustain its position have been repudiated by the courts which gave them existence, and further that such position is expressly contrary to the law as enunciated by the United States Supreme Court in *A. T. & S. F. Ry. Co. v. O'Connor*, 223 U. S. 280, which case was not heretofore called to this court's attention.

The defendants in error contend that this court overlooked:

- (1) That the fact that the money in question was exacted from Indian citizens contrary to the plan and policy of the Federal Government in dealing with such Indians and their land; and

- (2) That the exaction of the money was in contravention of the rights secured under the treaty between the United States and the Indians, contained in Act of Congress, approved June 28, 1898, 30 U. S. Stat. at L. 495.

(3) That there was no power to tax those lands, and hence no tax upon them existed in fact, according to the holding in *Choate v. Trapp et al.*, 224 U. S. 665, and the companion case determined at the same time.

(4) That the question presented herein is of Federal cognizance and must be determined under and in accordance with the Federal Law, and the decisions of the Federal Courts.

(5) That money paid under conditions like those in this case has been determined by the United States Supreme Court not to be voluntary, but to have been made under coercion. *A., T. & S. F. Ry. Co. v. O'Connor*, 223 U. S. 280.

(6) That the decision denies the vested rights of claimants herein protected by Section 10, Article 1 of the Federal Constitution, and by the Fifth Amendment thereto, which rights were adjudged favorably to them in *Choate v. Trapp*, 224 U. S. 665 and companion cases, and that protection extends to the remedy here invoked for the violation thereof.

(7) That the claimants herein, by said decree and judgment herein are deprived of their property without due process of law in violation of the Fourteenth Amendment to the Federal Constitution.

The treaty exemption provided by the Choctaw-Chickasaw Treaty in common with all treaty provisions of the Five Civilized Tribes constitute irrepealable contracts of exemption protected by the tenth paragraph of the First Article of the Federal Constitution. The injuries here complained of has aspects: First, that the breach of the Choctaw-Chickasaw Treaty involves an Indian question, and, second, that independent of the Indian question the acts complained of violate a contract protected by the Federal Constitution.

Choate v. Trapp, 224 U. S. 665.

Richardson v. English, 224 U. S. 680.

Gleason v. Wood, 224 U. S. 679.

New Jersey v. Wilson, 7 Cranch 164.

Ohio Life Insurance Company v. DeBolt, 15 Howard 416.

State Bank v. Knoop, 16 Howard 369.

Gordon v. Appeal Tax Court, 3 Howard 133.

Given v. Wright, 117, U. S. 648.

Rector of Christ Church v. Philadelphia, 24 Howard, 300.

Armstrong v. Treasurer of Athens County, 16 Peters 281.

Home of the Friendless v. Rouse, 8 Wallace 430.

Tomlinson v. Jessup, 15 Wallace 82.

Keiffer Branch Bank v. Skelly, 66 U. S. 1.

The constitutional prohibition forbidding the passage by the state of any law impairing the obligation of contracts embraces all contracts executed or executory, whether between private corporations, or between the states and individuals or corporations.

Green v. Riddle, 8 Wheaton 1.

Fletcher v. Peck, 6 Cranch 87.

McGee v. Mathis, 4 Wallace 143.

The protection of the Federal Constitution extends to the preservation, recognition and application of remedies for breach of the terms of the contract. The obligation of a contract is that which obliges a party to perform his contract or repair the injury done by a failure of performance, and as regards the remedy, it may be modified by the legislature, but not entirely abolished, for on substituting one remedy for another they must afford a reasonable remedy. An act which wholly extinguishes all existing remedies so as to leave no redress, and no means of enforcing the contract would be operation *in presenti*, impair its obligations. The taxing laws of Oklahoma put in operation herein, wrongfully exercised in violation of all laws, deprived the claimants here of their property, and to deny them relief for a vested contract right, which is clearly violated, is to deny them as Indian citizens all benefits of their treaty contract, as well as to deny them as citizens of the United States the protection of the Federal Constitution.

- Bronson v. Kinzie*, 1 Howard, 311.
White v. Hart, 13 Wallace 80.
Green v. Riddle, 5 Peters 369, S. C., 8 Wheaton 1.
Von Hoffman v. Quincey, 4 Wallace 552.
Ogden v. Saunders, 12 Wheaton 231.
Fletcher v. Peck, 6 Cranch 87.
Terrett v. Taylor, 9 Cranch 87.
Sturgis v. Crownshield, 4 Wheaton 122.
Beers v. Haughton, 9 Peters 359.
McCracken v. Haywood, 2 Howard 612.
Planters Bank v. Sharp, 6 Howard 327.

The prohibition against the impairment of contracts extends to judicial construction, denying such protection.

- Ohio Life Insurance & Trust Co. v. DeBolt*, 16 Howard 57.
Myers v. City of Muscatine, 1 Wallace 384.
Thompson v. Lee County, 3 Wallace 327.
Commissioners of Knor County v. Aspinwall, 21 Howard 545.

By Section 6 of Article 10 of the Constitution of Oklahoma, the state made itself a party to the contract of exemption between the Indians and the Federal Government, and this decision permits the state to repudiate that contract, and denies the claimants protection of their rights thereunder.

The court in this case overlooks the rule of law that where an Indian's rights are in question under an act of Congress according him rights, that the Federal laws supercede the State laws, since the judgment in this case construes the Indian's rights under a state rule purporting to deny him refund on the 'voluntary payment' theory, when, in fact, his rights are determined not by a harsh rule of forfeiture, but one of liberality looking to the protection of his rights as a ward of the Federal Government.

- Jefferson v. Winkler*, 26 Okla. 653, 110 Pac. 755.
Kirkpatrick v. Burgess, 29 Okla. 121, 116 Pac. 864.

Wilson v. Morton, 29 Okla. 745, 119 Pac. 213.
Wilson v. Greer, 151 Pac. 629 (Okla.)
Walker v. Brown, 43 Okla. 144, 141 Pac. 681.
Barber v. Brown, 154 Pac. 1156 (Okla.)
Brock v. Keifer, 157 Pac. 188 (Okla.)
Dodson v. Brewer, 159 Pac. 329 (Okla.)
Bell v. Fitzpatrick, 157 Pac. 334 (Okla.)
Marecy v. Board of Com'ers, 45 Okla. 1, 144.
Pac. 611.
Schuck v. Sweet, 45 Okla. 51, 145 Pac. 388.

In holding that the sums involved in this controversy may not be recovered except under authority of statute, the court overlooked controlling decisions of the Supreme Court of the United States wherein it was said that liability may be incurred by a county independent of statute, and that if a county obtain money or property of another without authority, the law *independent of any statute* will compel restitution or compensation.

Marsh v. Fulton County, 10 Wallace 684.
Chapman v. County of Douglass, 107 U. S. 348.
Louisiana v. Wood, 102 U. S. 294.
Litchfield v. Ballou, 114 U. S. 190.

In holding that the payments in this case are voluntary and in holding that claimants' demands are not recoverable because paid voluntarily, the court overlooks that by the pleadings here made, the case being on demurrer, it is admitted payments were not voluntarily paid, but were in fact paid under duress, coercion and compulsion (see record, pp. 4, 5, 6, 7, 8, 9, 10). There is no issue of fact on this point, and it is respectfully urged that the allegations of the petition are the agreed facts in this case.

In the opinion it is said: "It is further alleged that said taxes were paid for the purpose of preventing a heavy penalty, provided by the laws of this state being imposed against claimants for non-payment thereof, and that said taxes were paid in order to protect themselves from loss and damage in the event that such action which was then

pending to restrain the collection thereof was decided against them. These allegations contain in substance all of the material facts with reference to the manner of collection and payment of the taxes and refund of which is claimed herein." And in concluding the opinion, we find the following language:

"In determining whether taxes have been paid voluntarily or under compulsion, it is not enough to say that they have been paid unwillingly and only as a choice between two evils, and when it is sought to recover back a payment as having been made under compulsion it is generally necessary to show that payment was made to relieve either person or property from the power of the officers as to prevent a seizure of his person or property unless this rule has been changed by statute, and such was not the situation of claimants."

The foregoing state of facts existed in the case of *A., T. & S. F. Ry. Co. v. O'Conner*, 223 U. S. 280, where the court said that the railway company was not called upon to take the risk of having its contract destroyed and its business injured and of finding its tax more or less nearly doubled if it did not pay the tax imposed, because the railway company could have no certainty of ultimate success in an action to set aside the tax levied, and therefore justice required that it should be at liberty to avoid those disadvantages by paying promptly and bringing suit to recover back the amounts so paid.

In the present case the Indian citizens had already brought suits to prevent the imposition of the void tax, but the state courts had denied relief (*Gleason v. Wood*, *Choate v. Trapp*, *Alexander v. Rainey*, *English v. Richardson*, 28 Okla. 502, 518, 408), and they had no certainty of ultimate success. Then most assuredly justice required that they should be at liberty to avoid the disadvantages of having the alleged tax doubled by the heavy penalties imposed by state law and of having their lands sold for delinquent taxes, by paying the amounts levied and bring-

ing suit to recover it back, according to the view of the United States Supreme Court in the above mentioned case. The court promises that he can assert his right on equal terms.

We quote from the opinion by Mr. Justice Holmes on pp. 285-286:

"It is reasonable that a man who denies the legality of a tax should have a clear and certain remedy. The rule being established that apart from special circumstances he cannot interfere by injunction with the State's collection of its revenues, an action at law to recover back what was paid is the alternative left, of course, we are speaking of those cases where the State is not put to an action if the citizen refuses to pay. In these latter cases he can interpose his objections by way of defense, but where, as is common, the State has a more summary remedy such as distress, and the party indicates by protest that he is yielding to what he cannot prevent, the courts sometimes perhaps have been a little too slow to recognize the implied duress under which payment is made.

"But even if the State is driven to action, if at the same time the citizen is put to a serious disadvantage in the assertion of his legal, in this case his constitutional rights, by defense in the suit, justice may require that he should be at liberty to avoid those disadvantages by paying promptly and bringing suit on his side. He is entitled to assert his supposed right on reasonably equal terms.

"In this case the law, besides giving an action of debt to the State, provides that every corporation that fails to pay the tax shall forfeit its right to do business within the state until the tax has been paid, and also shall pay a penalty of ten per cent for every six months or fractional part of six months of default after May 1st of each year. It may be that the forfeiture of the right to do business would not be authoritatively established except by a *quo warranto* pro-

vided for in the following section, but before or without the proceedings the effect of the foreclosure clause upon the plaintiff's subsequent contracts and business might be serious, and in any event the penalty would go on accruing all the time that might be spent before the validity of the defense could be adjudged. As appears from the decision below, the plaintiff could have no certainty of ultimate success, and we are of the opinion that it was not called upon to take the risk of having its contracts destroyed and its business injured and of finding the tax more or less nearly doubled in case of it finally had to pay. In other words, we are of the opinion that the payment was made under duress."

It is to be seen that the case at bar comes fully within the O'Conner case, 223 U. S. 280, and it must be born in mind that the present situation is one of Federal cognizance. This has been recognized and conceded in *Walker v. Brown*, 43 Okla. 144, where it is said that the state cannot legislate for an Indian of the Five Civilized Tribes for the reason that Congress has reserved the right to legislate for him as a dependent people and that certain state laws which are applicable to every other citizen are not in force as against or pertaining to Indians of the Five Civilized Tribes, and in Oklahoma in some matters (discussing Indian allotments) we have two classes of citizens and two legislative sovereignties.

The court further says that to give effect to a certain Oklahoma Statute would have the effect of interfering with the policy of Congress towards the Indians.

In the case at bar it is an interference with the plan and policy of the Federal Government to retain money wrongfully exacted from the Indian citizen. See also:

United States v. Allen, 173 Fed. 13.

Schock v. Sweet, 45 Okla. 59.

The court in its opinion refers and relies upon *Phillips v. Com'rs of Jefferson County*, 5 Kan. 412; *Wauban-*

ses County v. Walker, 8 Kan. 431; *Lambourn v. Dickinson County*, 97 U. S. 181; and *Union Pac. Ry. Co. v. Dodge County*, 98 U. S. 541; but these cases of forty years and more ago do not control in the case at bar; anything contained in such cases contrary to a right of recovery in the instant case has been repudiated and overruled.

Both of these cases and also *Kansas Pac. Ry. Co. v. Wyandotte*, 16 Kan. 587, are referred to in *Lambourn v. Dickinson County*, 97 U. S. 181; and it seems that plaintiff in error lays a great deal of stress upon this federal case.

Lambourn v. Dickinson County, *supra*, was decided in 1878, and the United States Supreme Court arrived at its judgment because the Supreme Court of Kansas had, prior to that time, decided that way; the court, after referring to *Phillips v. Jefferson*, 5 Kan. 412, said:

"It seems to us that this case is precisely parallel with the one before us. We are unable to perceive any distinction between them. And as it is the law of Kansas, which we are called upon to administer, the settled decisions of its Supreme Court, upon the very matter, are entitled to highest respect. We are not aware of any decision which tends to shake "the authority" of *Phillips v. Jefferson County*. On the contrary, the same views have been subsequently reiterated in other cases. In *Waubensee County v. Walker*, 8 Kan. 431, a case precisely like that of *Phillips v. Jefferson County*, except," etc.

The opinion also refers to *Kansas Pac. Ry. Co. v. Wyandotte County Com'rs*, 16 Kan. 587. So we are shown that the Supreme Court of the United States based its decision in *Lambourn v. Dickinson County* upon what the Supreme Court of Kansas had held up to that time—1878.

Since these three Kansas cases were decided and since the Supreme Court of the United States decided the *Lambourn* case in conformity with the holding up to that time of the state court, the Supreme Court of Kansas has been called upon several times to decide cases involving the same

legal proposition and we find in *Ottawa University v. id.* *Com'ers of Franklin County*, 116 Pac. 892, decided in 1911, that all the prior decisions in that state are reviewed.

The Supreme Court in the *Ottawa University* case refers to *Phillips v. Jefferson, Waubensee County v. Walker, Kansas Pac. Ry. Co. v. Wyandotte* and several other cases subsequently decided and endeavors to harmonize them and at the conclusions of the lengthy discussion, the court arrives at the contrary conclusion. The Supreme Court of Kansas had before it the proposition as to what constituted a voluntary payment, coercion in relation to tax payments on real property, and the right to recover money paid as taxes on lands exempt from taxation.

The Kansas case held that a payment of money very like the circumstances in the cases of the Indian citizens was not voluntary, and it further held that if the taxes were illegal that they should be repaid, and further the Kansas court held that there could be coercion with relation to real property as well as personal.

This is the last word from the State of Kansas, and if the Kansas cases quoted by the plaintiff in error, which were decided some thirty or forty years ago, hold in accordance with the contentions of the plaintiff in error, they are now repudiated by the Supreme Court of Kansas and overruled in the late case of *Ottawa University v. Franklin County, supra*.

.. So, in case of *Lambourn v. Dickinson County*, 97 U. S. 181, decided in 1878, being based solely upon what was then the settled law of Kansas, is not binding now, effective, or in any manner persuasive, because the reason as expressed in that case as to why it was so decided has been wiped out by the later decisions of the Supreme Court of Kansas. Therefore, the case of *Lambourn v. Dickinson County* has long since spent its force and cannot now be considered as enunciating the law of Kansas or any law now existing.

Then again this case should be compared with and

considered in connection with what the Supreme Court of the United States held and enunciated in *A., T. & S. F. Ry. Co. v. O'Conner*, 223 U. S. 280, some thirty-five years later.

In the other Federal decision referred to by the court, *Union Pac. Ry. Co. v. Dodge County*, 98 U. S. 541, the court was again construing the state law, that of Nebraska, and the decision refers to and is based upon *Lambourn v. Dickinson County*, 97 U. S. 181, and *Waubensee County v. Walker*, 8 Kan. 431, and is therefore entitled to no more consideration than is accorded the early Kansas cases by the late case of *Ottawa University v. Franklin County* 116 Pac. 892, decided in 1911.

The second paragraph of the syllabus in *Ottawa University v. Franklin County*, *supra*, reads as follows:

"An incorporated institution of learning owned a tract of land comprising approximately thirty-three acres, which is used exclusively for educational purposes. By proceedings regular in form the excess above ten acres was taxed for the year 1908. On July 31, 1909, the county treasurer gave notice to the owner that if the taxes, which were delinquent were not paid, the land taxed would be advertised for sale. Thereupon the owners paid the taxes and accrued penalties, protesting at the time that they were illegal and that they were paid for the purpose of saving the land from sale. When payment was made the owner had full knowledge of all of the facts regarding the invalidity of the taxes, and had been advised that they were illegal. The tax sale could not have accrued until the first Tuesday in September following the payment, and a tax deed would not have been issued until three years after the sale, during which time the owner's possession would not have been disturbed. *Held*, the payment was not voluntary, and the amount of illegal taxes may be recovered."

After discussing the early Kansas cases we have just

referred to and upon which this court relied, the Kansas court discusses the question of voluntary and involuntary payment and says there is no difference of rule in respect to involuntary payment of taxes upon real property and personal property, the question in each instant being whether the will of a taxpayer was constrained. Thus, this Kansas case while determining that there may be coercion and duress with relation to real property, as well as personal property lays down the proposition that threatened cumulative burdens upon the property involved, and inconveniences in the exercises of lawful right may be considered as matters of coercion. This exactly in accord with *A. T. & S. F. Ry. Co. v. O'Connor*, *supra*, as well as *United States v. Huckabee*, 83 U. S. 414.

These cases hold different from the case of *Grady County v. Johnson*, 150 Pac. 497, wherein Commissioner Matthews said, that it appears impossible that there might be coercion in the payment of taxes upon lands. This decision is referred to by the court in the opinion in the present case, but the Grady County case cannot be decisive of anything in the present controversy. Commissioner Matthews in the opinion says that the law is well settled in this state. He cites two cases: *Louisiana Realty Co. v. McAlester*, 25 Okla. 726. *Pioneer Tel. Co. v. State*, 40 Okla. 417. Neither of these cases decide anything contrary to our contentions, for in the Louisiana Realty Co. case there was no question as to voluntary or involuntary payment, but the matter was decided on the theory that a mistake of fact was caused by neglect of duty and therefore the party was not entitled to any relief, and again there was no Indian or Federal question in the case.

The other case, that of *Pioneer Telephone Company v. State* decides that even though the payments for telephone service were voluntarily made to the Telephone Company, yet inasmuch as the company was demanding and collecting the rate in excess of that fixed by law, such company was acting against the laws of the state, and therefore a

recovery was decreed for such excess charges. This opinion by Justice Williams, therefore, holds that even though the payment was voluntary, if it is not justified by or was contrary to the laws of the state, it may be recovered back.

It is therefore to be seen that the law was not so well settled in this state, as was stated in the Grady County case.

There are a number of decisions to the effect that there may be coercion with reference to real property besides those we have heretofore cited, both by Federal and State Courts, and we are therefore bound to say that the statement of Commissioner Matthews, 'That there can be no coercion with respect to land' is supported neither by authority nor reason, and there is no authority cited in the Grady County opinion in support of the Commissioner's declaration.

In summing up the discussion of the matters briefed, it must be concluded that the Indian citizen had a vested right in the tax exemption of his lands as is determined in the cases of *Choate v. Trapp et al.* and *Gleason v. Wood*, by the Supreme Court of the United States, and since so determined by this court in *Weip v. Audrian*, 36 Okl. 288, and *Gleason v. Wood*, 43 Okl. 9; that these Indian citizens were wards of the Federal Government, as shown in *Tiger v. Western Development Company*, 221 U. S. 286, *Choctaw Nation v. United States*, 119 U. S. 1; *United States v. Allen*, 117 Fed. 13; and *Walker v. Brown*, 43 Okl. 144; that they attempted to prevent the defendant county, and other counties, from enforcing the void taxes so levied in defiance of their vested right of exemption as is shown in the cases of *Choate v. Trapp* and *Gleason v. Wood*, in volume 28 of the Oklahoma Reports, and were denied relief until 1912, the said two cases were reversed by the Supreme Court of the United States, as is reported in Volume 224 of the United States Reports, and heretofore referred to.

It is also evident that the Indian citizen was not on equal footing and not on equal terms with the county government as is shown in *Choctaw Nation v. United States*, 119 U. S. 28, and the other Federal cases heretofore referred to herein, and that the money had and received by the defendant county was not voluntarily paid, as it so plainly shown in *A. T. & S. F. Ry. Co. v. O'Connor*, 223 U. S. 280, and also the other Federal cases cited herein, as well as the late case from Kansas, *Ottawa University v. Bd. of County Commissioners of Franklin County*, 116 Pac. 892.

We are also to bear in mind that the law is to be liberally construed in favor of the Indian citizen, even in tax matters (*Schock v. Sweet*, 45 Okla. 59), and as it has announced that this is and has been the policy of the United States Supreme Court for more than one hundred years (*Choate v. Trapp*, *supra*), and that we must look to the substance of the right, without regard to technical rules framed under a system of municipal jurisprudence, formulating rights and obligations of private persons, equally subject to the same law, as the parties were not on an equal footing, that inequality must be made good by superior justice as declared in *Choctaw Nation v. United States*, *supra*.

Therefore in consideration of the foregoing, the defendants in error, respectfully asks that the judgment and decree herein be set aside and a rehearing be granted in this case, in order that full justice may be done, and the rights guaranteed these Indian citizens under treaties with the United States be upheld by this Court, as they are by the Supreme Court of the United States.

Respectfully submitted,

J. E. BENNETT,
GEO. P. GLAZE,

ESTELLE BELFOUR BENNETT,
Attorneys for Defendants in Error."

And on July 23rd, 1918, the Court overruled the petition for rehearing, and the following order was duly made and recorded, to-wit:

June Term, 1918, Supreme Court, July 23rd, 1918.
Eighteenth Judicial Day.

No. 8356. *Board Co. Comm'rs. v. C. J. Ward et al.*

And now on this day it is ordered by the Court that the petition for rehearing filed in the above listed cause, be and the same is hereby denied.

AUTHENTICATION OF RECORD.

Supreme Court, State of Oklahoma, ss.

I, Wm. M. Franklin, clerk of said Court, do hereby certify that the foregoing pages, numbered from 1 to —, inclusive, are a full, true and complete transcript of the record in the cause of *Board of County Commissioners of Love County, Plaintiff in Error, v. Coleman J. Ward et al., Defendants in Error*, Number 8356, and also of the opinion and judgment rendered therein, as they now appear on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at my office in Oklahoma City, Oklahoma, this day of September, 1918.

.....
Clerk, Supreme Court of Oklahoma.

UNITED STATES OF AMERICA, ss:

[Seal of the Supreme Court of the United States.]

The President of the United States of America to the Honorable the Judges of the Supreme Court of the State of Oklahoma, Greeting:

Being informed that there is now pending before you a suit in which Board of County Commissioners of Love County is plaintiff in error, and Coleman J. Ward et al. are defendants in error, No 8353, which suit was removed into the said Supreme Court by virtue of a writ of error to the District Court in and for Love County, State of Oklahoma, and we, being willing for certain reasons that the said cause and the record and proceedings therein should be certified by the said Supreme Court and removed into the Supreme Court of the United States, do hereby command you that you send without delay to the said Supreme Court, as aforesaid, the record and proceedings in said cause, so that the said Supreme Court may act thereon as of right and according to law ought to be done.

Witness the Honorable Edward D. White, Chief Justice of the United States, the thirty-first day of October, in the year of our Lord one thousand nine hundred and eighteen.

JAMES D. MAHER,

Clerk of the Supreme Court of the United States.

[Endorsed:] File No. 26,786. Supreme Court of the United States, No. 700, October Term, 1918. Coleman J. Ward et al., vs. The Board of County Commissioners of Love County, Oklahoma. Office of the Clerk Supreme Court U. S. Received Nov. 14, 1918. Writ of Certiorari. Filed in Supreme Court of Oklahoma Nov. 9, 1918. William M. Franklin, Clerk.

In the Supreme Court of the United States.

No. 700.

COLEMAN J. WARD et al., Petitioners,

vs.

THE BOARD OF COUNTY COMMISSIONERS OF LOVE COUNTY, OKLAHOMA, Respondent.

Return to Writ of Certiorari.

In obedience to the commands of the within writ, I herewith transmit to the Supreme Court of the United States a duly certified transcript of the complete record and proceedings in the within entitled case, with all things concerning the same.

In witness whereof, I hereunto subscribe my name, and affix the seal of said Supreme Court of Oklahoma, in the City of Oklahoma City, this 9th day of November, 1918.

[Seal Supreme Court, State of Oklahoma.]

WILLIAM M. FRANKLIN,
Clerk Supreme Court of Oklahoma,
By N. C. ORR,
Assistant.

[Endorsed:] File No. 25,786. Supreme Court U. S. October Term, 1918. Term No. 700. Coleman J. Ward et al., Petitioners, vs. The Board of County Commissioners of Love County, Okla. Writ of certiorari and return. Filed November 14, 1918.

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